

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ARLINGTON SCHOOL COMMITTEE

AND

**THE ARLINGTON EDUCATION ASSOCIATION UNIT D
PARAPROFESSIONAL UNIT**

August 15, 2025 – August 14, 2028

TABLE OF CONTENTS

ARTICLE NUM	TITLE	PAGE
1	Recognition and Definitions	2
2	Management Rights	2
3	Work Year and Hours of Work	3
4	Wages	5
5	Leave Benefits	6
6	Renewal and Probationary Period	12
7	Grievance and Arbitration	12
8	Association Security	15
9	General Provisions	16
10	Posting and Filling of Vacancies	17
11	Seniority, Layoff, and Recall	17
12	Professional Development	18
13	Savings Clause	19
14	Health and Safety	19
15	Terms of Agreement	20
Appendix A	Hourly Wage Schedule & Longevity	21
Appendix B	Opt-Out Program	26

ARTICLE 1 RECOGNITION AND DEFINITIONS

1.1 Recognition

Pursuant to the voluntary recognition, the Arlington School Committee (referred to as the “Committee”) recognizes the Arlington Education Association (referred to as the “Association”) as the exclusive bargaining representative for all full-time and regular part-time employees in the following positions: Teaching Assistants, Specialized Support Paraprofessional, Instructional Support Specialist, Library Paraprofessional, Building Substitute, Tutor, Speech Language Pathology Assistant, Physical Therapy Assistant, and Occupational Therapy Assistant employed by the Arlington School Committee (referred to as “paraprofessionals”), but excluding the following positions: Tobacco Coordinator, Math Practice Guide, and all positions requiring a DESE license/certificate, all managerial, confidential, casual and other employees, and all positions assigned to work in student homes, hospitals, and/or out of district locations.

1.2 Definitions

A. Full-time paras

Full-time Paraprofessionals are scheduled to work a minimum of five days per typical work week and are scheduled to work an average of 7 hours per day.

B. Regular part-time paraprofessionals

Regular part-time Paraprofessionals are employees who are regularly scheduled to work at least thirteen (13) hours in a five-day work week, but less than thirty-two and half (32.5) hours, in a five-day work week.

C. Casual paraprofessionals

All Paraprofessionals employed by the Committee who are not full-time Paraprofessionals or regular part-time Paraprofessionals are casual employees.

ARTICLE 2 MANAGEMENT RIGHTS

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

- (1) the right to establish standards of conduct, subject to satisfying its bargaining obligations;
- (2) the right to determine the number of employees required in each classification;
- (3) Subject to satisfying its bargaining obligations, the right to determine the content of job classifications and to establish and revise job descriptions and requirements; the Parties recognize and agree that job duties and requirements may be changed to meet the needs of a student(s) and that such changes can be implemented after notice to the union and the employee(s) whose job description/requirements is/are changed;

- (4) the right to determine the services and the standard of services to be provided;
- (5) the right to determine the methods and means by which its operations are to be conducted,
- (6) the right to contract out work when the District has been unable to fill the need otherwise;
- (7) the right to require Paraprofessionals to engage in training and professional development during the work day;
- (8) Subject to satisfying its bargaining obligations, the right to establish and revise personnel evaluation programs and to evaluate paras;
- (9) the right to set and alter scheduled school hours;
- (10) Subject to the express provisions in this Agreement, the right to assign, reassign, and transfer Paraprofessionals to work in different assignments and/or locations;
- (11) Subject to the express provisions in this Agreement, the right to suspend, discharge or take any other appropriate disciplinary action against a paraprofessional;
- (12) Subject to the express provisions in this Agreement, the right to relieve from duty Paraprofessionals because of lack of work, reorganization or other reason(s);

Delivery of services to students in the most efficient, effective, and productive manner is of paramount importance to the Committee and the Association. Such achievement is recognized to be a goal of both Parties as they perform their respective roles and meet their responsibilities. The Association agrees to work harmoniously with all employees and personnel including, but not limited to, volunteers and contractors engaged by the Committee, and the agrees not to disrupt the operations of the Committee through any activity.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee or the Superintendent by the statutes of the Commonwealth of Massachusetts or applicable regulations of any agency of the Commonwealth. As to every matter not covered by this Agreement, and except as modified by the provisions of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law.

ARTICLE 3

WORK YEAR AND HOURS OF WORK

3.1 Work Year

The work year for Paraprofessionals covered by this Agreement is 183 days, including all student days.

3.2 Work Day

The work hours for each paraprofessional shall be determined by the Superintendent/designee and may include time before and/or after the student day.

Full-time paraprofessionals' working day will be from 8:05-2:45pm (preK) 7:50-2:30 (grades k-5), 8:20-3:00 (grades 6-12) (6.7 hours), inclusive of a one-half(1/2) hour paid lunch. In addition to these hours, all paraprofessionals will be assigned 100 minutes per week outside of these hours for planning and collaboration and operational duties critical to the functioning of the school, including but not limited to supervising breakfast service, arrival, or dismissal.

The schedule for paraprofessionals' additional 100 minutes will be established at the start of the school year or such paraprofessional's first work day if during the school year, and administration will endeavor to share final working schedules on or before August 15th but not later than the first day of school.. In the event that an employee receives a working schedule outside of the regular school day which presents a hardship, such employee shall notify their supervisor and receive a 14-day grace period before beginning the regularly scheduled assignment. The administration shall seek volunteers for changes to working schedules during the school year, and in the absence of volunteers shall adjust the working schedule of the least senior paraprofessional in the impacted work area. Paraprofessionals' feedback will be sought in order to establish final schedules. In the instance of a schedule change, the paraprofessional will be provided with 14 days' notice.

Paraprofessionals shall work their regular scheduled work day on student early release days and late start days. Some elementary paraprofessionals' schedules may require their presence at early release meetings on Wednesdays. Such meeting assignments shall be included as part of the schedule provided at the beginning of the school year.

3.3 Additional Work Time

The Superintendent/designee may request Paraprofessionals to work additional time before and/or after their work day. Such additional time worked shall be paid at the Paraprofessional's regular rate of pay subject to any overtime required by Article 4.3. Additional time may include, but is not limited to, the following:

3.3.1 Duties

In addition to being assigned to perform duties during the Paraprofessional's regular work day, Paraprofessionals may also be requested to perform duties prior to the start of or after the end of the Paraprofessional's regular work day such as but not limited to assignment to bus duty, supervision of students in the breakfast program, participation in the after-school program. The Superintendent/designee will seek volunteers to work the additional time.

3.3.2 After School Meetings

Paraprofessionals may be requested to attend after-school meetings outside of their work day not to exceed two (2) hours per month. Except in an emergency, Paraprofessionals will be provided with a minimum of one (1) week's advance notice of any such meeting. Paraprofessionals who are requested to attend an after-school meeting will be paid for the

time that they are in attendance. Paraprofessionals who are not requested to attend after-school meetings shall not attend and will not be paid.

3.3.3 Parent Open Houses/Back-To-School Nights/Evening Events

Paraprofessionals may be requested to attend Open Houses/Back-To-School Nights and other evening activities for parents as assigned by the Superintendent/designee.

Paraprofessionals will be provided with a minimum of one (1) week's advance notice of any requested Open Houses/Back-To-School Nights/Evening Events. Paraprofessionals who are requested to attend Open Houses/Back-To-School Nights/Evening Events will be paid for the time that they are in attendance. Paraprofessionals who are not requested to attend Open Houses/Back-To-School Nights/Evening Events shall not attend and will not be paid.

3.3.4 Off-Site Student Events

Paraprofessionals may be requested to attend off-site events such as but not limited to Science Camp, field trips, and other activities with students outside of the work day. For Science Camp or any other over-night activity, the Superintendent/designee will request volunteers. Paraprofessionals who work at such events shall be paid for their hours worked at such events or designated on call.

3.4 Meal Break

Full time Paraprofessionals and regular part time Paraprofessionals who are scheduled to work at least six hours per day will have a paid lunch break scheduled to begin between 10:30 a.m. and 1:00 p.m. Paraprofessionals who are scheduled to work fewer than six hours per day do not receive a lunch break. In the event staffing conditions prevent adequate coverage of student services or classrooms, the building administrator may schedule lunch breaks to begin no later than 1:30pm and will rotate late lunch breaks as equitably as operationally possible.

3.5 Training and Professional Development

Paraprofessionals shall attend professional development and training activities on work days during the work year as directed.

ARTICLE 4 WAGES

4.1 Hourly Wage Schedule

Paraprofessionals shall be paid in accordance with the Wage Schedule in Appendix A.

4.2 Time Recording System

Prior to implementation of a time recording system, the Committee will satisfy its bargaining obligations with the Association. Upon implementation, paraprofessionals shall accurately record their time worked.

4.3 Overtime Pay

Paraprofessionals who work more than 40 hours in a work week shall be paid at time and one-half for work over 40 hours in the work week.

4.4 Shortened Days

On early dismissal days prior to a holiday and shortened student days, as a result of a late start and/or early release for inclement weather or other reason, and when teachers are not required to be at work for the full day, paraprofessionals will not be required to be at work when the teachers are not required to be at work, with no loss of pay.

4.5 Direct Deposit

Effective with the first pay in September 2019, all employees shall receive their pay through direct deposit. The Committee may provide employees with electronic pay advices in lieu of paper pay stubs. The paraprofessionals will have access to a computer and printer in the school central office or Human Resources office to print their electronic pay advices.

ARTICLE 5 LEAVE BENEFITS

Paraprofessionals are required to comply with all district and school policies and procedures for requesting leave and reporting absences.

5.1 Sick Leave

Paid sick leave is available to cover a Paraprofessional's absence from work for the Paraprofessional's own illnesses or injuries in accordance with this Article. Paraprofessionals are required to follow department procedure for obtaining approval and recording sick leave usage. Full-time Paraprofessionals may use sick leave in full or half-day increments; however, the use of half day increments is limited to the entire morning (1/2 day) or the entire afternoon (1/2 day). Paraprofessionals who are scheduled to work less than a full day must use sick leave in their full-day increments.

Full-time Paraprofessionals who start the work year on the first day of the work year shall be entitled to ten (10) sick leave days per work year during the Paraprofessionals first year of service. Employees who have completed one (1) full year of service shall be entitled to fifteen (15) sick leave days per work year commencing with their second year. Paraprofessionals who start work after the first work day shall have the sick leave amount prorated. For example, a full-time paraprofessional who commences work on the 92nd day of the work year, shall be entitled to 5 days of sick leave for that work year. Regular part-time paraprofessionals shall be entitled to a pro rata amount of sick leave. Accrued unused sick leave will be carried forward from one work year to the next up to a maximum of one hundred eighty-three (183) days.

Paraprofessionals may use up to and including five (5) accrued sick leave days per work year for the bedside care for the paraprofessional's child, spouse, or parent.

A Paraprofessional who is receiving workers' compensation benefits for injuries sustained while working for the Arlington Public Schools, may use the Paraprofessional's accrued sick leave to supplement workers' compensation benefits so that the total of the gross workers' compensation benefits and sick leave compensation does not exceed the Paraprofessional's full pay for the day(s) she is receiving workers compensation benefits.

5.2 Sick Leave Buy Back upon Retirement

A Paraprofessional will be paid upon the Paraprofessional's retirement from the Arlington Public Schools, forty-five dollars (\$45) for each unused sick day above 50 up to maximum of 200 days. There shall be no payment for the first 50 days of unused sick leave and no payment for more than 150 days. If a Paraprofessional who is eligible to retire from the Arlington Public Schools dies while in the employment of the Committee, the payment shall be made to the Paraprofessional's estate.

Retirement Notice Incentive: An educator shall receive a one-time payment of \$500 if they give written notice by January 15 of resignation for purpose of retirement under applicable public retirement system. To qualify for this payment, such resignation must take effect at the end of the school year. The School Committee may increase this amount provided they vote to do so by the previous October 31. This one-time payment shall be paid on or about June 30.

5.3 Sick Leave Bank

A sick leave bank for use by the employees covered by this Agreement, who have exhausted their own sick leave and who have a serious illness shall be established commencing in fiscal year 2020.

. A covered employee is a paraprofessional who has contributed to the sick leave bank. To be eligible to use the sick leave bank, a paraprofessional must deposit one (1) day of sick leave to the sick leave bank no later than September 30th, or within 30 days of hire if the new employee is hired after the start of the work year.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) work days. Upon completion of the 30 work days, the period of entitlement may be extended by the sick leave bank committee upon demonstration of continued need by the applicant.

The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members, two (2) members shall be designated by the Superintendent to serve at the Superintendent's discretion and two (2) members shall be designated by the Association President. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted consistent with this Article. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave.

1. Adequate medical evidence of serious illness,
2. Prior utilization of all eligible sick leave.
3. Length of service in the Arlington School System.
4. Propriety of use of previous sick leave.

If the sick leave bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each employee who is a member of the sick leave bank. Such additional day will be deducted from each such member's annual sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

By mutual agreement of the District and the Association, days may be transferred among the Sick Banks with other Association units when there is a shortage to meet requests and there has already been one forced donation event during the school year.

5.4 Personal Leave

Paid personal leave is available to cover a paraprofessional's absence from work for personal, legal, business, household or family matters that cannot be attended to outside of the work day. A paraprofessional must provide the principal with at least 48 hours prior notice, when practicable, of the need for a personal day. Full-time Paraprofessionals shall be entitled to two (2) personal days per work year. Regular part-time Paraprofessionals shall be entitled to a pro rata amount of personal leave. Paraprofessionals are required to follow district procedure for obtaining approval and recording personal leave usage. Personal leave cannot be used before or after a holiday or school vacation period; the Superintendent, in the Superintendent's sole discretion, may grant a written request from a Paraprofessional in extraordinary circumstances to use personal leave before or after a holiday or school vacation period.

If a paraprofessional does not use all of the personal days provided for in this Section 5.4 during the work year, the unused personal days shall convert to sick days in the following work year.

The district recognizes the importance of the paraprofessional-student relationship in students' academic success, and wishes to incentivize overall high attendance while also encouraging educ paraprofessionals to prioritize their health and personal needs.

Third Personal Day: Should the bargaining unit achieve a unit-wide overall attendance rating of 95% in a given year, all paraprofessionals employed as of the last day in the work year, and who are returning for the subsequent work year, shall be credited with an additional personal day (in addition to the two personal days provided for in Article 5.4) for use during the subsequent school year. Should a paraprofessional not use the third personal day in a given school year it shall be converted to a sick day in the following school year consistent with Article 5.4.

The 95% overall rating shall be calculated as follows:

Individual paraprofessionals will achieve an attendance rating by reviewing their attendance from their date of hire (i.e., first day of work) in Unit D in a given year through the last day in the work year (i.e., total number of days in attendance divided by total number of possible days worked; example: 9 days absent; 183 total possible work days; 174 days in attendance / 183 total possible work days x 100 = 95% attendance rating).

The unit attendance rate will then be calculated by reviewing the attendance of all paraprofessionals working for the district as of the last day of the work year and dividing the total number of Unit D days worked by the total possible number of Unit D days worked.

An absence shall be defined as a day that is a scheduled work day where an employee does not report to work or perform working duties from another approved working location.

The following types of absences will not count in the total tallied absences:

- Religious Holiday Observances
- Jury or Military Duty
- Bereavement
- Parental leave
- FMLA leave
- Approved extended contractual leave
- Up to 2 district-approved MTA/NEA/AEA Days per member
- Professional development days required or requested by administration
- Sick days as a result of a personal injury caused by an accident or an assault occurring within the scope of the paraprofessional's employment
- Other days mutually agreed upon by the District and Association should they arise

An employee will be considered absent when using paid sick leave, family sick leave, serious family illness leave, personal leave, unpaid leave, and professional/conference days not required or requested by the administration.

All individual employee attendance ratings, for employees who are employed as of the last day in the work year, shall be averaged to arrive at the unit-wide overall attendance rating. The incentive shall be provided should the bargaining unit overall rating be at 95% or greater in a given year to all paraprofessionals employed as of the last day in the work year, and who are returning for the subsequent work year. The incentive must be earned as an entire group and individuals achieving the specific attendance rate of 95% or greater shall not be individually eligible for a third personal day.

5.5 Bereavement Leave

Up to five days at one time in the event of death or serious illness requiring bedside or household attention by the educator of an educator's spouse, child, child-in-law, parent, parent-in-law, sibling, grandchild, or other member of the educator's traditional or non-traditional family with a cap of fifteen days annually. From six to 15 days a doctor's letter confirming the serious illness will be required, with no deduction from sick leave. After the 15 days have been reached annually, then additional days will be deducted from the educator's accumulated sick leave. Educators will be granted one day in the event of the death of an educator's extended family member unless said relative is a member of the immediate household, in which event the educator will be entitled to the aforesaid five days. With respect to those in the one day category, if it is necessary for an educator to be absent in excess of one day to attend a funeral out of state, up to two additional days will be granted.

5.6 Legal Proceedings Connected with Employment

Paraprofessionals will be provided with the time necessary for appearances in any legal proceeding connected with the paraprofessional's employment but excluding any legal proceedings or job-related actions against the Committee or the Arlington public schools.

5.7 MTA/NEA Conference

Time necessary for Association representatives to attend Massachusetts Teachers' Association and/or National Education Association conferences and conventions, at the discretion of the Superintendent up to a limit set at a total of two (2) days for the bargaining unit per work year.

5.8 Extended Leaves of Absence

Leaves of absence without pay may be granted at the discretion of the Superintendent. All benefits to which the paraprofessional was entitled at the time of the paraprofessional's leave, including unused accumulated sick leave, will be restored to the paraprofessional upon the Paraprofessional's return to work at the completion of the leave. Benefits will not accrue during such leave. At the completion of the leave, the Superintendent/designee will determine the Paraprofessional's work assignment; the Superintendent/designee will endeavor to make such assignment substantially equivalent to the prior assignment. When the Superintendent grants a request for extended leave such grant will require the paraprofessional to indicate by a date determined by the Superintendent of the Paraprofessional's intent to return to work at the conclusion of such leave.

5.8.B Parental Leave of Absence

1. An educator who has worked in the school district for at least 90 calendar days is eligible for parental leave. An eligible educator who is seeking a parental leave shall notify the Superintendent, in writing, as soon as possible and shall request a leave of absence, specifying the dates requested for the beginning and end of the leave. The notification shall be provided as far in advance as possible, but at least two (2) weeks before the leave is anticipated to begin. The purpose of such notification is to provide the administration as much opportunity as possible to make suitable arrangements for continuity with respect to the educator's assignments.
2. In accordance with the Massachusetts Parental Leave Act (MPLA), a parental leave of absence shall be up to eight weeks, commencing at the time of the child's birth/adoption and continuing for up to eight consecutive weeks, including holidays, vacation weeks, and weeks that include no school/work days.
3. Educators who experience health issues related to the pregnancy or childbirth, either prior to or following the birth of the child that require the educator to be absent from work may use accrued sick time. Such educator must provide adequate medical documentation.
4. Family and Medical Leave Act (FMLA). The FMLA is a federal law that allows an eligible employee to take up to 12 weeks of unpaid leave to care for a newborn or newly adopted child within the first year following the birth or adoption of the child. An employee who is eligible for FMLA leave and who has taken eight weeks of MPLA may elect to take an additional four weeks of unpaid leave under FMLA. FMLA leave for the birth/adoption of a child cannot be taken on intermittent basis. The combined total leave

for FMLA and MPLA shall not exceed 12 calendar weeks for any employee for any single occurrence (i.e., birth/adoption).

- a. During the unpaid portion of FMLA and/or MPLA, the School Committee will maintain the employee's existing health insurance, dental insurance and other benefits. The employee will continue to be responsible for the employee's percentage of the health insurance and other insurance premiums.
5. In accordance with the FMLA, the Superintendent may require that an educator remain on leave until the conclusion of the school year if the termination of the leave of absence falls within the last three weeks of the school year.
 - a. If the Superintendent requires the employee to remain on leave, the time is unpaid but the School Committee will maintain the employee's existing health insurance, dental insurance and other benefits. The employee will continue to be responsible for the employee's percentage of the health and dental insurance premiums.
6. If an educator wishes to extend leave beyond the period covered by MPLA and FMLA, the educator must notify the Superintendent two weeks prior to the educator's previously stated intention to return. The Superintendent will grant extensions of leave for up to a total of two consecutive school years. This extended leave will be unpaid. The educator may be eligible for COBRA health insurance continuation benefits.
7. By March 1 of the year in which the educator's extended leave ends, the educator must notify the Superintendent in writing of the educator's intention to return for the following school year.
8. Compensation associated with parental leave:
 - a. An employee who is eligible for unpaid leave under the MPLA and/or the FMLA for the birth or adoption of a child shall be provided with four (4) calendar weeks (not to exceed 20 days) of paid leave. Such paid leave shall be used first and shall not come from employee's sick leave and must be used subject to the employee's available leave under the MPLA/FMLA.
 - b. An employee who is eligible for unpaid leave under the MPLA and/or FMLA for the birth or adoption of a child may use the employee's accrued sick leave, in lieu of unpaid leave, to recover from childbirth and/or for baby bonding time for the birth/adoption of the employee's child up to eight (8) consecutive calendar weeks (not to exceed forty days) subject to the employee's available leave under the MPLA/FMLA. Parental leave and/or baby bonding time cannot be taken on an intermittent basis. Nothing in this paragraph limits the use of sick time for substantiated illness/injury as a result of pregnancy/childbirth. The combined total leave shall not exceed 12 calendar weeks for any employee for any single occurrence (i.e., birth/adoption).
9. Summer Births or Adoptions: Any eligible employee who seeks parental leave under this Article, and the birth/adoption of the child occurs in June after the conclusion of the school year, in July, or in August before the beginning of the school year, shall be eligible for MPLA commencing with the birth or adoption of the child. Upon the beginning of the school year immediately following the birth or adoption, the employee shall be provided with four (4) calendar weeks (not to exceed 20 days) of paid leave and may utilize leave subject to the employee's available leave under the MPLA/FMLA. An employee who is eligible for unpaid leave under the MPLA and/or FMLA for the birth or adoption of a child may use the employee's accrued sick leave, in lieu of unpaid leave, to recover from

childbirth and/or for baby bonding time for the birth/adoption of the employee's child up to eight (8) calendar weeks (not to exceed forty days.) The combined total leave shall not exceed 12 calendar weeks for any employee for any single occurrence (i.e., birth/adoption)

ARTICLE 6 RENEWAL AND PROBATIONARY PERIOD

6.1 Continuation of Employment

Each paraprofessional is subject to annual renewal/non-renewal until the paraprofessional completes the probationary period. On or about June 15th of each year, the Superintendent/Human Resources Director/designee will notify each paraprofessional who has not completed the probationary period of the intention of the Arlington Public Schools to employ the paraprofessional for the following school year.

6.2 Probationary Period

Each paraprofessional shall serve a probationary period of three consecutive full work years. Work of 165 days or more in a work year shall constitute a "full work year" in this Article. For employees who are hired after the start of the school year, work of 140 days or more in the work year shall constitute a "full work year" in the first year of employment only. A paraprofessional who has completed the probationary period shall not be discharged during a work year without cause. Cause shall be defined as any ground put forth by the Superintendent/designee in good faith that is not arbitrary, irrational, unreasonable or irrelevant. The decision by the Superintendent/designee not to renew a para(s) at the end of a work year for the following work year is not considered a discharge for which cause is required.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

7.1 Definition of Grievance and Requirements for a Grievance

All claims of discrimination based on Union activity, age, race, color, sex, religion, national origin, sexual orientation, gender identity, or handicap may be filed up to Level 3 but shall not be subject to arbitration.

A grievance is a dispute between the parties as to the application or meaning of an express provision of this Agreement. A grievance shall include the following: (i) a citation to the specific Article and Section of this Agreement alleged to have been violated, (ii) the name of the grievant, (iii) the date of the alleged violation, and (iv) the specific facts supporting the alleged violation.

7.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, resolution to grievances which from time to time may arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

7.3 Time Limits

1. During the School year, the time limits specified in this Article shall mean school days. During the summer recess, the time shall mean calendar days, exclusive of Saturdays, Sundays, and legal holidays. Time limits indicated hereunder should be considered maxima unless extended by mutual agreement.
2. If at the end of fifteen (15) days next following either the occurrence of any grievance or the date when the paraprofessional should reasonably have had first knowledge of its occurrence, whichever is later, the grievance shall not have been presented at Level One, as set forth below, the grievance shall be deemed to have been waived.
3. Failure to appeal a grievance response to the next Step within the time limit specified shall be deemed that the grievance is resolved on the basis of the response made at the last Step, and the grievance shall not be eligible for further appeal. Failure to answer a grievance at any Step shall be deemed to be a denial of the grievance. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

7.4 General Provisions

1. The Association shall be present and have the right to participate in the processing of any grievance at any level and to use representatives of its own choosing.
2. The School Committee and the Association will, upon request, provide each other copies of documents in their possession which may be necessary for the processing and consideration of grievances under this Agreement.
3. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Arlington for any paraprofessional involved in presenting such grievance.
4. No paraprofessional shall be disciplined or otherwise discriminated against as a result of having filed a grievance or otherwise participating in the processing thereof.
5. If there is a grievance which directly affects a group or class of paraprofessionals or is of a general nature, the Association may submit such a grievance in writing directly to the level of administration having the appropriate authority to resolve said grievance.

7.5 Procedure

1. Level One - The paraprofessional, with or without the Association, must first discuss the grievance with the principal during a mutually agreed time, provided the Association may be present during any such discussion and any resolution of the grievance shall not be inconsistent with the terms of the collective bargaining agreement.

2. Level Two - If at the end of the three school days next following such presentation the grievance shall not have been disposed of to the aggrieved paraprofessional's satisfaction, the Association shall present in writing to the Superintendent or the Superintendent's designee within five school days.
3. Level Three - If at the end of ten school days next following presentation of the grievance in writing to the Superintendent the grievance shall not have been disposed of to the satisfaction of the paraprofessional, the Association may refer the grievance in writing to the Chairman of the School Committee within five school days.
4. Level Four - If at the end of the 15 school days next following presentation of the grievance in writing to the Chairman of the School Committee the grievance shall not have been disposed of to the satisfaction of the paraprofessional and/or the Association, the Association may submit the matter to arbitration by giving written notice to the School Committee within 15 days of the School Committee response or expiration of the period for such response, whichever occurs first.

7.6 Arbitration

1. In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure. The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree, within seven school days after written notices specified above of the intention to arbitrate, then the party demanding arbitration shall within three school days thereafter, file for arbitration with the Massachusetts Department of Labor Relations.
2. The fees of the Department of Labor Relations and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case.
3. The Arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. The Arbitrator shall arrive at a decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching a decision shall interpret the Agreement in accordance with the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or that is in the discretion of the Superintendent or School Committee.
4. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee, the Association, and the paraprofessional or group of paraprofessionals who initiated the grievance.

5. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator at the same time.

ARTICLE 8

ASSOCIATION SECURITY

- 8.1 There shall be no reprisals of any kind taken against any member of the Association because of the employee's membership in the Association or participation in its lawful activities. There will be no reprisal of any kind taken against employee by the Association because of the employee's lack of membership and/or participation in Association activities.
- 8.2 The Committee agrees to deduct dues from the salaries of its employees for the Arlington Education Association, the Massachusetts Teachers' Association, and the National Education Association as employees individually and voluntarily authorize the Committee to deduct and to transmit the deducted monies promptly, generally within three weeks from the date of the deductions, to the treasurer of the Arlington Education Association. Employee authorization for the deduction of dues shall be in writing on a form provided by the Association. The Committee will provide the Association with the names of employees for whom dues have been deducted when it transmits the dues to the treasurer of the Arlington Education Association. When an employee provides written notice to terminate the deduction of dues to the Committee, the Committee will notify the Association President within ten (10) work days.
- 8.3 The Committee will endeavor to provide the Association President with the following information for new employees: the name of each new employee in a position represented by the bargaining unit, the new employee's anticipated work location, job title, and placement on the wage schedule.
- 8.4 **Third Party Requests for Records**
If the Records Access Officer (RAO) for the Arlington Public Schools receives a public records request for the personal contact information of multiple bargaining unit members from any third party, the RAO shall share such request with the Association President as soon as practicable. The parties understand that the RAO will respond to such requests only to the extent required by law. The parties agree that disputes regarding what information/records is or is not provided under this section shall not be subject to grievance and arbitration.
- 8.5 **Strikes Prohibited**
The Association and its members will not cause, sanction or take part in any strike, walkout, slowdown or work stoppage, nor will they authorize, encourage, condone or incite any members individually or collectively, to cause to take part in such interruption of work. Any employee who violates this provision shall be subject to discipline and /or discharge.

8.6 Lockouts

The Committee will not lockout employees in the bargaining unit.

ARTICLE 9 GENERAL PROVISIONS

9.1 Complaints

If an administrator receives a complaint about an employee covered by this agreement and deems the complaint substantive, the administrator will bring the complaint to the employee's attention, unless requested otherwise by the police or court officer. The employee may respond in writing to any complaint conveyed to them by the administrator.

9.2 Availability of Agreement.

The Parties agree that this Agreement will be available on the District's website.

9.3 Health Insurance

Information regarding health insurance benefits is available from the Human Resources Department. Health insurance is negotiated through a Public Employee Committee with the Town of Arlington. This section 9.3 is for information purposes only and is not subject to the grievance procedure in this Agreement.

9.4 Paraprofessionals Substituting for Teachers

Substituting for teachers for all and/or part of the work day is part of the job duties of paraprofessionals. Priority will be to substitute for general education teachers and/or specialists in a manner that is least disruptive to students and rotates coverage as equitably as operationally possible.

(a) Substituting for the entire work day in grades PreK-12:

If the teacher is absent for the entire work day, the District does not provide a substitute and the principal assigns the Paraprofessional to work as a substitute for the whole day, the Paraprofessional will receive sixty dollars (\$60.00) for the full day in addition to the Paraprofessional's regular pay for the day; this provision shall not apply to building substitute paraprofessionals.

(b) Substituting for less than the entire work day in grades 6-12:

If the teacher is absent for three (3) or more class periods of the student day, the District does not provide a substitute, and the principal assigns the Paraprofessional to work as a substitute, the Paraprofessional will receive thirty dollars (\$30.00) for the half-day in addition to the Paraprofessional's regular pay for the day; this provision shall not apply to building substitute paraprofessionals.

(c) Substituting for less than the entire work day in Grades PreK-5:

If the teacher is absent for 3.25 consecutive hours of the student day, the District does not provide a substitute, and the principal assigns the Paraprofessional to work as a substitute, the Paraprofessional will receive thirty dollars (\$30.00) for

the half-day in addition to the Paraprofessional's regular pay for the day; this provision shall not apply to building substitute paraprofessionals.

(d) Multiple Paraprofessionals in the same room:

If more than one paraprofessional is assigned to the room in which substitute coverage is needed, only one paraprofessional would be the assigned to be the substitute; this provision shall not apply to building substitute Paraprofessionals.

9.5 Paraprofessionals Supervising Other Duties

The District shall endeavor not to regularly assign a paraprofessional to supervise duties, other than substituting for teachers, outside of the paraprofessional's primary job description and assignment. A paraprofessional's primary assignment could include supervising lunch or recess. In the event a paraprofessional is assigned to supervise lunch or recess the administration shall endeavor to assign them to supervise the student cohort they are normally assigned to work with.

ARTICLE 10 POSTING AND FILLING OF VACANCIES

- 10.1 The Superintendent/designee will post vacancies for positions in the bargaining unit and will notify employees through district-wide email.
- 10.2 The Superintendent/designee will consider qualified internal applicants to fill vacancies commencing at the start of the work year and may consider qualified internal applicants for vacancies to be filled during the work year provided that filling a vacancy during the work year with a qualified internal applicant is in the best interests of a student(s) in the building or district and will not result in disruption to a student or program as determined by the Superintendent/designee.

ARTICLE 11 SENIORITY, LAYOFF, AND RECALL

11.1 Seniority

Seniority is defined as the length of continuous employment in a position in the bargaining unit from the first date of employment in a position in the bargaining unit, excluding all unpaid time such as leaves of absence. Seniority shall be prorated for employees who work less than full time. Seniority shall be lost by separation from employment including resignation, retirement, termination or failure to return to the employ of the Committee upon recall.

11.2 Layoff

When the Committee/Superintendent/designee decides to reduce the number of employees in any classification(s), the following shall be used to determine which employee(s) shall be laid off in the impacted classification:

- A. Layoffs shall occur within classification.

- B. Employees who have not completed their probationary period shall be laid off prior to employees who have completed their probationary period in the same classification.
- C. Among employees in the same classification who have completed their probationary period, the Superintendent/designee shall consider the best interests of a student(s) in the school and/or district and the employees':
 - (i) Level of education,
 - (ii) Training and experience,
 - (iii) Performance,
 - (iv) Reliability, excluding authorized leaves, and
 - (v) Seniority.

11.3 Recall

- A. Employees who are laid off during the term of the Agreement shall be placed on a recall list for a period of fifteen (15) months from the effective date of the layoff.
- B. Recalls shall occur in inverse order of layoff within classification.
- C. Recall notices shall be sent to employees via email to the employee's personal email address on record in the Human Resources office with a copy to the Association president. Each laid off employee is required to update the Human Resources office when there are changes to their personal email address. An employee shall respond to the recall offer within five (5) calendar days of the email offering recall. The employee's response shall indicate whether or not the employee accepts the recall offer. An employee who declines a recall offer shall be removed from the recall list except if the recalled employee was a full-time employee at the time of layoff and is being recalled to a part-time position. An employee who fails to respond to a recall offer shall be removed from the recall list.

ARTICLE 12 PROFESSIONAL DEVELOPMENT

12.1 Each spring on or before May 15th, the Union may meet with the Assistant Superintendent to review feedback regarding the professional development from the current work year and a list of suggestions for professional development for the following work year. Such feedback and list will be provided to the Assistant Superintendent at least two weeks prior to any such meeting.

12.2 Paraprofessionals who attend any course and conference at the direction of the Superintendent/designee shall be reimbursed for mileage by the District and the District shall pay for the course and conference. Paraprofessionals shall not be required to attend a course or conference outside of their work day but when a paraprofessional agrees to attend a course or conference which is held in part or in whole outside of the work day, the paraprofessional shall remain for the entire course/conference.

12.3 When there are vouchers for college courses that are not being used by members of the teachers' or administrators' bargaining units, the Committee will make such vouchers available for use by paraprofessionals.

The Employer will annually provide employees with information related to state-sponsored tuition reimbursement programs for bargaining unit employees seeking to become certified educators. The Employer may also provide employees with additional resources to obtain tuition support.

The Employer may permit, with prior written authorization of the building principal, bargaining unit members to complete their teaching practicum while continuing to work in their regular job.

The Employer will endeavor to provide a minimum of one (1) MTEL preparation course per year open to bargaining unit members at no cost to the member.

12.4 The District will endeavor to provide at least one day of shadowing in a job-alike position/classroom prior to assigning any unit member to provide direct student support.

ARTICLE 13 SAVINGS CLAUSE

If any provision of this Agreement is or shall be at any time rendered or declared illegal or invalid, then such provision shall not be applicable or enforced except to the extent permitted by law and all other provisions of this Agreement shall continue in effect. In the event of such occurrence, the parties agree to meet and, if possible, to negotiate substitute provisions for such provisions rendered or declared illegal or invalid.

ARTICLE 14 HEALTH AND SAFETY

- A.** Whenever an educator is absent from school as a result of a personal injury caused by an accident or an assault occurring within the scope of the educator's employment, the educator will be paid the educator's full salary (less the amount of any workman's compensation award made for temporary disability due to said injury) for the period of such absence, so long as the educator has sick leave which can be charged on a pro-rata basis to make up the difference between full salary and the workman's compensation benefits available.
- B.** The Committee will make every effort to reimburse educators for:
 - a.** Any clothing or other articles of personal adornment or educational equipment or material (authorized in writing by the immediate supervisor to be used) which is damaged or destroyed while acting within the scope of the educator's employment, not to exceed the cost of \$1,000. Within the limits set forth above, there is the intent to make the party whole for the replacement value of the article specified. In the event any losses covered by this section are also covered by insurance, the insurance money will first be applied to cover the replacement

value and any deficiency or deductible on the insurance premium will then be covered by this section.

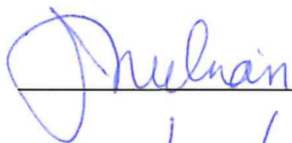
- b. The cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained within the scope of the educator's employment.

ARTICLE 15 TERMS OF AGREEMENT

This Agreement shall continue in full force and effect from August 15, 2025 until August 14, 2028. Should either party wish to commence negotiations for a successor agreement, that party shall notify the other party in writing on or before October 15, 2027 of the desire to commence bargaining.

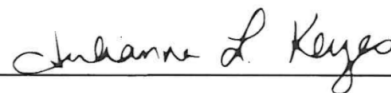
This collective bargaining agreement has been ratified by the Union membership and approved by the School Committee and is executed by their authorized representatives.

For the Arlington School Committee

_____

Date: 1/29/26

For the Arlington Education Association, Unit D

_____

Date: 1/28/26

APPENDIX A

HOURLY WAGE SCHEDULE & LONGEVITY

2025-2026 Salary Scales						
Step	Teaching Assistants, Specialized Support Paraprofessionals, Library Paraprofessionals, and Instructional Support Specialists		Tutors		Assistants (SLPA, COTA, PTA)	
	Hourly	Annualized (7 hours / 183 Days)	Hourly	Annualized (7 hours / 183 Days)	Hourly	Annualized (7 hours / 183 Days)
1	26.39	33,803.80	27.46	35,176.00	37.09	47,512.70
2	27.10	34,716.50	30.99	39,701.60	38.09	48,795.50
3	27.83	35,653.80	34.54	44,240.50	39.12	50,113.00
4	28.58	36,616.50				
5	29.36	37,605.10				
6	30.15	38,620.50				
7	30.96	39,663.20				

2026-2027 Salary Scales						
Step	Teaching Assistants, Specialized Support Paraprofessionals, Library Paraprofessionals, and Instructional Support Specialists		Tutors		Assistants (SLPA, COTA, PTA)	
	Hourly	Annualized (7 hours / 183 Days)	Hourly	Annualized (7 hours / 183 Days)	Hourly	Annualized (7 hours / 183 Days)
1	27.11	34,733.40	28.21	36,143.30	38.11	48,819.00
2	27.85	35,671.20	31.84	40,793.40	39.14	50,137.00
3	28.60	36,634.30	35.49	45,457.10	40.20	51,491.00
4	29.37	37,623.50				
5	30.16	38,639.20				
6	30.98	39,682.60				
7	31.81	40,753.90				

2027-2028 Salary Scales						
Step	Teaching Assistants, Specialized Support Paraprofessionals, Library Paraprofessionals, and Instructional Support Specialists		Tutors		Assistants (SLPA, COTA, PTA)	
	Hourly	Annualized (7 hours / 183 Days)	Hourly	Annualized (7 hours / 183 Days)	Hourly	Annualized (7 hours / 183 Days)
1	27.79	35,601.70	28.92	37,046.90	39.06	50,039.00
2	28.54	36,563.00	32.64	41,813.20	40.12	51,390.00
3	29.31	37,550.20	36.37	46,593.50	41.20	52,778.00
4	30.10	38,564.10				
5	30.92	39,605.20				
6	31.75	40,674.70				
7	32.61	41,772.70				

LONGEVITY:

Longevity increases will be treated as wages and paid each year to paraprofessionals who have completed the following number of years of continuous service as of September in the Arlington School system. Longevity shall be paid in a lump sum in December of the school year following the school year for which longevity is earned.

Work Year Longevity Amounts

Amount	Description
\$250.00	Employees who have completed at least 7 years of service but no more than 10 years of service
\$500.00	Employees who have completed at least 10 years of service but no more than 15 years of service
\$650.00	Employees who have completed at least 15 years of service but no more than 20 years of service
\$750.00	Employees who have completed at least 20 years of service

Effective August 14, 2027

Amount	Description
\$312.50	Employees who have completed at least 7 years of service but no more than 10 years of service
\$625.00	Employees who have completed at least 10 years of service but no more than 15 years of service
\$812.50	Employees who have completed at least 15 years of service but no more than 20 years of service

\$937.50	Employees who have completed at least 20 years of service
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A. Step Placement for Library Paraprofessionals

Employees who were Library Paraprofessionals during the 2021-2022 work year shall be placed on the “Specialized Support Paraprofessionals, Library Paraprofessionals and Instructional Support Specialists” Wage Table with the start of the 2022-2023 work year as follows:

- a) If the Library Paraprofessional worked for 140 or more work days in the 2021-2022 work year, the Library Paraprofessional shall be placed on the step that has an hourly rate that is closest to but not less than 3% above the hourly rate that the Library Paraprofessional had on the prior Library Paraprofessional Wage Table in the 2021-2022 work year.
- b) If the Library Paraprofessional worked for fewer than 140 work days in the 2021-2022 work year, the Library Paraprofessional shall be placed on the step that has an hourly rate that is closest to but not less than the hourly rate that the Library Paraprofessional had on the prior Library Paraprofessional Wage Table in the 2021-2022 work year.

Notwithstanding a) or b) above, if the Library Paraprofessional has a Bachelor’s degree the Library Paraprofessional shall be placed no lower than Step 2. Notwithstanding a) or b) above, if the Library Paraprofessional has a Master’s degree, the Library Paraprofessional shall be placed no lower than Step. 3.

B. Tutor Tier Placement

Initial Placement on the Tutor Salary Scale shall be as follows:

- Tier 1 for hires with a Bachelor Degree but no DESE license
- Tier 2 for hires with a Bachelor Degree with a DESE license or Master’s Degree in a relevant discipline
- Tier 3 for hires with a Master’s Degree with a DESE license as a Reading Specialist, or a Bachelor’s or Master’s Degree with DESE license in Math

C. Initial Step Placement and Step/Tier Advancement

All step and tier advancements occur on the first day of the work year. (There are no mid-year step/tier advancements.) To advance a step starting in the 2022-2023 work year and each work year thereafter, a Paraprofessional must have been on the prior step for at least 140 work days in the paraprofessional’s first year and at least 165 work days in all subsequent work years. The Superintendent/designee, in the Superintendent’s/designee’s sole discretion, shall determine initial step placement for employees upon hire or rehire; however, a paraprofessional with a Bachelor’s degree shall be placed no lower than Step 2 and a paraprofessional with a Master’s degree shall be placed no lower than Step 3. Bachelor’s degrees and Master’s degrees must

be from a college or university accredited by a regional accreditation organization recognized by the Council for Higher Education Accreditation (CHEA). There is no mid-year step advancement when a paraprofessional acquires a Bachelor's degree or a Master's degree during a work year.

D. Step Placement When Moving from One Wage Schedule to Another Wage Schedule

- (i) Step Placement When Moving to a Wage Schedule with Greater Hourly Rates
When an employee moves from a position in one wage schedule to a new position in another wage schedule that has greater hourly rates, the employee will move to the step in the wage schedule for the new position that has an hourly rate that is closest to but not less than the hourly rate that the employee received in the prior position.
- (ii) Step Placement When Voluntarily Moving to a Wage Schedule with Lower Hourly Rates
When an employee voluntarily moves from a position in one wage schedule to a new position in another wage schedule that has lower hourly rates, the employee will move to the same step that the employee was on in the prior position if the move occurs during a school year. If the move occurs in the following school year, the employee will move to the next step provided that the employee worked the full school year at the prior position.
- (iii) Step Placement When Involuntarily Moving to a Wage Schedule with Lower Hourly Rates
In the event an employee is involuntarily transferred during the school year to a position on another wage schedule that has lower hourly rates the employee will maintain their existing hourly rate from their prior position provided they continue to maintain their specialized training. The district shall restore such employee(s) to their prior position as soon as possible during that school year.
- (iv) Placement on the Tutor Tier from a Position as a Teaching Assistant, Building Substitute, Library Paraprofessional, Specialized Support Paraprofessional, Instructional Support Specialist
When an employee moves from a position in either of the following wage schedules: (a) Teaching Assistant and Building Substitute; or (b) Specialized Support Paraprofessional, Library Paraprofessional, Instructional Support Specialist, to the Tutor wage schedule, the employee shall be placed on the Tier in accordance with Appendix A, Section B "Tutor Tier Placement" above.

E. Initial Step Placement in the 2022-2023 work year for Assistants (SLPA and PTA) employed by the District in the 2021-2022 work year:

Assistant's Salary in the 2021-2022 work Year	Step Placement in the 2022-2023 work year
\$41,000	Step 1
\$42,000	Step 2
\$43,000	Step 3

APPENDIX B

Opt-Out Program: For all benefit eligible subscribers enrolled on the Town's health plans on or before July 1, 2022, there shall be an opt-out program. An incentive (with proof of alternative coverage) of \$2,000 (\$166.66 per month) will be offered for those on individual plans and an incentive of \$4,000 (\$333.33 per month) will be offered for those on family plans. Subscribers whose spouses are enrolled on the Town's health plan may not enroll onto their spouse's plan and receive the incentive. Participants in this program may opt back into health insurance without waiting periods or preexisting conditions limitations if the participant experiences a qualifying event. The participant may opt back in at open enrollment without limitations. The Town reserves the right to modify or discontinue the program with 60 (sixty) days' notice to the AEA President and Unit C Chair in advance of the next open enrollment, said discontinuance to be effective on the subsequent plan renewal date.