

MEMORANDUM OF AGREEMENT

FOR A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ARLINGTON SCHOOL COMMITTEE

AND

THE ARLINGTON EDUCATION ASSOCIATION - PARAPROFESSIONAL UNIT

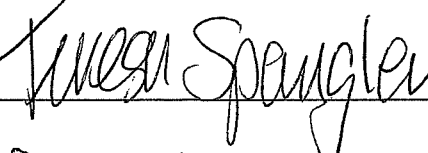
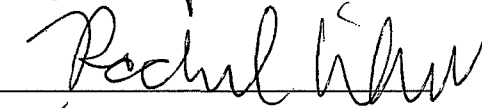
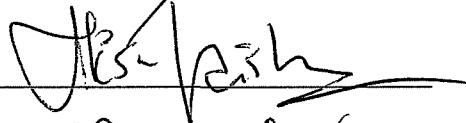
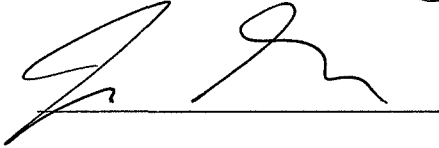
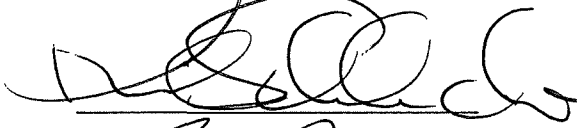
May 29, 2019

The Arlington School Committee ("School Committee") and the Arlington Education Association - Paraprofessional Unit ("Union") agree to the attached Collective Bargaining Agreement subject to ratification by the Union membership and approval by the School Committee.

Agreed to on this 29th day of May 2019 by the bargaining teams for:

The Arlington School Committee

The Arlington Paraprofessional Unit



COLLECTIVE BARGAINING AGREEMENT

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THE ARLINGTON SCHOOL COMMITTEE

AND

THE ARLINGTON EDUCATION ASSOCIATION - PARAPROFESSIONAL UNIT

August 15, 2019 – August 14, 2022

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**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, Behavioral Support Paraprofessional, In-House Suspension Paraprofessional, Instructional Support Specialist, Library Paraprofessional, Building Substitute, and Tutor employed by the Arlington School Committee (referred to as “paraprofessionals”), but excluding the following positions: Tobacco Coordinator, Math Practice Guide, Speech and Language Pathology Assistant, Physical Therapy Assistant, Occupational Therapy Assistant, 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 the following number of hours per work day inclusive of a one-half (1/2) hour paid lunch:

Position	Grades PreK-5	Grades 6-12
Teaching Assistant	6.50 hours	6.75 hours
Behavioral Support Paraprofessional (BSP)	7.00 hours for BSP in Elementary Sub Separate Programs and all District-wide BSP (Prek-12) All other BSP 6.5 hours	6.75 hours
In House Suspension	N/A	6.75 hours
Instructional Support	N/A	6.75 hours
Library	6.75 hours	6.75 hours
Building Substitute	6.50 hours	6.75 hours
Tutor	6.50 hours	N/A

[N/A = Not Applicable]

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;
- (6) the right to require Paraprofessionals to engage in training and professional development during the work day;
- (7) Subject to satisfying its bargaining obligations, the right to establish and revise personnel evaluation programs and to evaluate paras;
- (8) the right to set and alter scheduled school hours;
- (9) Subject to the express provisions in this Agreement, the right to assign, reassign, and transfer Paraprofessionals to work in different assignments and/or locations;
- (10) Subject to the express provisions in this Agreement, the right to suspend, discharge or take any other appropriate disciplinary action against a paraprofessional;
- (11) 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. Paraprofessionals shall work their regular scheduled work day on student early release days and late start days. The paraprofessional will have up to and including fourteen (14) calendar days prior to the start of the new schedule.

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. Paraprofessionals who are scheduled to work fewer than six hours per day do not receive a lunch break.

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 nine (9) 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 twelve (12) days per 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 4.5 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, twenty-two dollars and fifty cents (\$22.50) for each unused sick day above 50 up to maximum of 150 days. There shall be no payment for the first 50 days of unused sick leave and no payment for more than 100 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.

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.

The sick leave bank shall be maintained at a minimum of one (1) day per covered employee for the first year of maintenance (fiscal year 2020) and at a maximum of two (2) days per covered employee for each year following the first year. A covered employee is a paraprofessional who has contributed to the sick leave bank for the work year of the request and who has been employed in a position in the bargaining unit at least two (2) full work years.

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 of the work year, 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.

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.

5.5 Funeral Leave

In the event of the death of a Paraprofessional's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandchild, or other individual residing in the Paraprofessional's household, a paraprofessional shall be entitled to up to five days' leave of absence without loss of pay to be taken at or about the time of death or memorial service. Paraprofessionals shall be entitled to one day's leave with pay to attend the funeral/memorial service in the event of the death of the paraprofessional's grandparent, brother-in-law, sister-in-law, uncle, aunt, niece or nephew. The Superintendent, in the Superintendent's sole discretion, may grant a written request for an additional day(s) with and/or without pay from a paraprofessional in extraordinary circumstances.

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.

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. 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 use paraprofessionals, other than library paraprofessionals, before using library paraprofessionals. 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 twenty dollars (\$20.00) for the full day in addition to the Paraprofessional's regular pay for the day; this provision shall not apply to building substitute paraprofessionals. 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 ten dollars (\$10.00) for the half-day in addition to the Paraprofessional's regular pay for the day; this provision shall not apply to building substitute Paraprofessionals.

**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.

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.

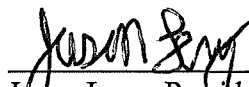
**ARTICLE 14
TERM OF AGREEMENT**

This Agreement shall continue in full force and effect from August 15, 2019 until August 14, 2022. 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, 2021 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

For the Arlington Paraprofessional Unit



Len Kardon, Chair

Jason Levy, President

Date: _____

Date: _____

**APPENDIX A
HOURLY WAGE SCHEDULE & LONGEVITY**

	FY20	FY21	FY22
Teaching Assistant and Building Substitute			
%	2.00%	2.00%	2.00%
\$			
Step 1	15.47	15.78	16.10
Step 2	15.97	16.28	16.60
Step 3	16.52	16.83	17.15
Step 4	17.17	17.48	17.80
Step 5		18.23	18.55
Step 6			19.45

	FY20	FY21	FY22
Behavioral Support Paraprofessional, Instructional Support Specialist and In House Suspension			
%	2.00%	2.00%	2.00%
\$			
Step 1	22.54	22.99	23.45
Step 2	23.04	23.49	23.95
Step 3	23.59	24.04	24.50
Step 4	24.24	24.69	25.15
Step 5		25.44	25.90
Step 6			26.80

Library Paraprofessional			
	FY20	FY21	FY22
%	2.00%	2.00%	2.00%
\$	0.60		
Step 1	18.66	19.03	19.41
Step 2	19.16	19.53	19.91
Step 3	19.71	20.08	20.46
Step 4	20.36	20.73	21.11
Step 5		21.48	21.86
Step 6			22.76

Tutor			
	FY20	FY21	FY22
%	2.00%	2.00%	2.00%
\$			
Tier 1	22.54	22.99	23.45
Tier 2	25.56	26.07	26.59
Tier 3	28.58	29.15	29.74

Work Year Longevity Amounts starting in FY 21

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

A. Step Placement for Paraprofessionals except Tutors

1. Paraprofessionals with one (1) or more years but less than three (3) years of experience as paraprofessionals in the Arlington Public Schools as of the first day of the work year in the 2019-2020 work year will be placed at Step 2 in the 2019-2020 work year.
2. Paraprofessionals with three (3) or more years but less than six (6) years of experience as paraprofessionals in the Arlington Public Schools as of the first day

of the work year in the 2019-2020 work year will be placed at Step 3 in the 2019-2020 work year.

3. Paraprofessionals with six (6) years or more of experience as paraprofessionals in the Arlington Public Schools as of the first day of the work year in the 2019-2020 work year will be placed at Step 4 in the 2019-2020 work year.

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. Step/Tier Advancement

All step and tier advancements occur on the first day of the work year. (There are no mid-year step advancements.) To advance a step starting in the 2020-2021 work year and each work year thereafter, a Paraprofessional must have been on the prior step for at least a full work year.