

Contact

Between

The Medford Paraprofessional Association

And

The Medford School Committee

July 1, 2025 to June 30, 2026

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# Preamble

The following Agreement by and between the City of Medford School Committee, hereinafter referred to as the “Committee” and the Medford Paraprofessional Association, hereinafter referred to as the “Association” is designed to maintain and promote a harmonious relationship between the Committee and such of its employees covered by this Agreement so that a more efficient and progressive public service may be rendered.

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## Article 1 - Recognition

The Committee recognizes the Association for purposes of collective bargaining as the exclusive bargaining representative for the following employee categories: Instructional Tutors; Classroom Assistants; Speech Assistants; Behavioral Assistants; Sign Language Interpreters; Occupational Therapy Assistants; Physical Therapy Assistants. The last five categories are collectively known as Specialists. All categories together are hereafter referred to as employees or paraprofessionals.

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## Article 2 - Management Rights Clause

- A. In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the City of Medford in the Committee for the quality of education in, and the efficient and economical operation of the Medford School System, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law.
  - B. Except as expressly provided by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the direction of the professional staff are vested exclusively in the Committee.
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## Article 3 - No-Strike Clause

The Union, on its own behalf and on behalf of each of the employees who it represents, hereby agrees and covenants that it will not authorize, approve, participate in or in anyway encourage or condone any strike, work stoppage, slowdown or withholding of services in whole or in part, and including paid extra-hour services, from the employer, the City of Medford School Committee and the City of Medford.

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## Article 4 - Grievance Procedures

A grievance is a complaint by one or more employees which may arise concerning wages, hours, and conditions of employment of any employee covered by this Agreement and shall be settled in the following manner:

Step 1. An aggrieved employee shall discuss their grievance with the grievance committee of the Medford Teachers Association Unit B. If the employee and the Association cannot resolve the grievance, it shall move to the next step.

Step 2. Within forty-five (45) school days of the occurrence or first awareness of the alleged grievance, the employee with a grievance or the Association will officially file a grievance in writing on a form to be provided by the Superintendent with their principal or immediate supervisor. Within five (5) days of filing, the principal or immediate supervisor shall meet with the grievant with the objective to resolving the matter; a representative of the Association may be present. If the grievance is not resolved, the grievant may present the grievance on the form provided to the Superintendent.

Step 3. The Superintendent, within ten (10) school days after receipt of the written grievance, shall meet with the aggrieved employee and representatives of the Association in an effort to resolve the matter. The Superintendent shall notify the employee and the Association in writing of his disposition of the matter within ten (10) school days of this meeting. If the grievance is still unresolved, the employee, within ten (10) school days of receipt of the Superintendent's answer, may present his grievance, which shall be in writing, to the Committee.

Step 4. The Committee at the next Regular School Committee meeting scheduled at least three (3) school days after receipt of the written grievance, will meet with the aggrieved employee and representatives of the Association in an effort to resolve the aggrieved employee and representatives of the Association in an effort to resolve the matter. The Committee shall thereafter notify the aggrieved employee and the Association in writing within ten (10) school days, as to the result of their deliberations.

Step 5. If the grievance remains unresolved between the Committee and the Association, then either party may submit the matter to arbitration within ten(10) school days of the Committee's response in Step 4, pursuant to the Labor Arbitration Rules of the American Arbitration Association, provided, however, no grievance shall be submitted to arbitration that:

- a. Involves a matter outside the scope of the express terms of this Agreement, notwithstanding the fact that the matter may have been discussed as a grievance in Steps 1 through 4.
- b. Involves a matter which has not been presented timely according to the time limitations as set forth herein, unless modified in writing by the mutual consent of the parties.

Grievances pending or grievances which may arise during the summer vacation period shall be held in abeyance until the opening of school in September and then shall be processed in accordance with the provisions of this Article.

Nothing in this Agreement shall be construed as to obligate the parties to arbitrate the unresolved matters in any future negotiation or opener thereof, to be entered into upon the termination, opening, or reopening of this Agreement.

The arbitrator chosen shall have no power or authority to add to or subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties, subject to the provisions of General Laws, Chapter 1, Section 50E. The costs of the arbitration shall be shared equally by the Committee and Association.

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## Article 5 - Salaries

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part hereof.
- B. Salaries shall be paid every second week in accordance with the present practice.
- C. Increments shall be given annually, and no employee shall be denied an increment except for reasonable cause.
- D. No employee shall be moved to a lower salary scale unless:
  - 1. The employee is in their probationary period.
  - 2. The employee is reduced in rank due to unsatisfactory performance.
  - 3. The employee voluntarily transfers to a position with lower pay.
  - 4. The employee bumps to a lower pay category due to a layoff, except if the movement is from Instructional Tutor to Classroom Assistant, in which case the employee retains their Instructional Tutor salary.

Notwithstanding the foregoing, an employee may be reduced back to a previous position and/or hours provided they are notified before the second August 1 following the promotion.
- E. Upon hiring, the Superintendent shall consider an employee's past experience, but may place an employee anywhere on the appropriate salary scale.

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## Article 6 - Work Day and Work Year

- A. The standard work year for full-time employees shall be one hundred eighty-two (182) days. The one hundred eighty-two (182) days shall include one hundred eighty (180) school days plus two (2) days for professional development.
- B. Paraprofessionals are entitled to a thirty (30) minute duty-free lunch. In the event an unpaid lunch period of thirty (30) minutes cannot, on any given day, be granted, at the request of the Building

Principal and agreement by the paraprofessional, the employee shall be paid at straight time for the deficiency. Paraprofessionals who wish to be eligible will complete the MPS Waiver of Meal Break Form.

C. Paraprofessionals hired before July 1, 2025, may elect to work a Schedule A year of one thousand one hundred sixty-nine (1169) hours or a Schedule B year. Schedule B will consist of only the minimum required hours based in the assigned building, outlined below in [Appendix F](#). Staff selection may be made and changed before the start of the school year and may not be altered once school begins. Once an election is made, it will remain in place until the paraprofessional submits a new election to the Human Resources Office.

1. Staff who select a Schedule A Work Year will work the minimum hours as outlined below in Section E. They will work additional flex hours supporting district operations in a variety of ways, including but not limited to bus monitor duty, school bus duty, after-hours event support, and providing coverage in lieu of substitute pay outlined in [Article 16](#). High School paraprofessionals will work an additional nineteen hours and thirty minutes (19.5). Elementary School paraprofessionals will work an additional twenty-nine hours and forty-eight minutes (29.8). Middle School Paraprofessionals will all be classified as Schedule A staff, as their work year is one thousand one hundred sixty-nine (1169) hours. They will have no requirement for additional hours.

2. See [Appendix F](#) for work year details.

D. Paraprofessionals hired after July 1, 2025, will be Schedule A Employees.

E. The minimum work hours for paraprofessionals are as follows:

High School:

- Paraprofessional work day begins at student arrival and ends at student dismissal (7:40-2:33 for full days, 7:40 AM-12:00 PM for early release days)
- All Project Transition, Access, and Learning Group paraprofessionals will be Schedule A employees.

Middle School:

- Paraprofessional work day begins 10 minutes before students report to homeroom and ends 10 minutes after dismissal (7:30-2:30 for full days, 7:30 AM-11:40 AM for early release days)

Elementary School:

- Paraprofessional work day begins 15 minutes before arrival and ends 15 minutes after dismissal (8:10-3:00 for full days, 8:10 AM-12:15 PM for early release days)

F. In limited situations, employees may be required to work up to thirty (30) minutes more on any given day. Employees shall be compensated for these longer days by being paid their hourly rate or given compensatory time. Appropriate volunteers shall be recruited before an employee is required to work the extra time.

- G. Part-time Paraprofessionals shall be treated as above in a pro-rata fashion.
- H. Job Descriptions are attached as [Appendix E - Instructional Tutor](#) and [Appendix D - Classroom Assistant](#). An employee in a Kindergarten classroom shall be classified as an Instructional Tutor when they are specifically hired to provide direct support to a high-needs special needs student(s). Employees in Kindergarten classrooms who provide general support to the classroom that happens to include special needs students shall be classified as a Classroom Assistant.

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## Article 7 - Job Security, Layoff, Recall

### A. Just Cause

Each employee shall serve a probationary period of three (3) years if the employee does not receive an evaluation rating of Needs Improvement or Unsatisfactory; otherwise, that employee's probationary period shall be four (4) years. After serving their probationary period, no employee will be disciplined, reprimanded, reduced in rank, or compensation without just cause.

### B. Layoff

If, due to a decline in enrollment, it becomes necessary to reduce the number of employees in an employee category referenced in the Recognition Clause herein, said reduction shall be based upon seniority, with the least senior employee in the category being laid off first.

The least senior employee in a category may "bump," i.e., transfer to another category that has a vacancy or a less senior employee, instead of being laid off, in the following circumstances:

1. A Specialist or Instructional Tutor will bump to a Classroom Assistant position, in that priority;
2. An employee may be bumped into a category not listed above if they are determined to be qualified for such a position. Such determination shall not be subject to the grievance or arbitration provision in this contract.
3. An employee may elect to be laid off rather than be bumped.

Any laid-off employee shall be considered to be on a leave of absence without pay for a period of one year from the effective date of that layoff. If an employee is to be laid off, said employee shall be provided written notice by August 1 immediately preceding the school year in which the lay-off is to occur.

### C. Recall

Employees on layoff shall be entitled to recall to any position restored or created for which they are qualified for a period of one (1) calendar year. Recall shall be in the inverse order of layoff.

## Article 8 - Filling of Positions

- A. All vacancies in positions covered by this Agreement to be filled which are to become effective at the beginning of the school year and which notice of and information concerning said vacancy has been received by the Superintendent prior to June 1st shall be posted in the office of the Superintendent and each school building, with a copy sent to the President of the Association.
- B. Any employee interested in said position should notify the Superintendent within two (2) weeks after the notice is posted, indicating his interest, availability, and any special qualifications which the employee may possess.
- C. After the expiration of the posting period, the Superintendent shall fill said vacancy. The decision of the Superintendent shall be final and shall not be subject to the grievance and arbitration provision of this Agreement.
- D. This article shall not apply to the filling of vacancies occurring during the school year.
- E. Notice of transfers or changes in assignments shall be given by the Superintendent to the employees involved by July 15 or as soon as reasonably possible.

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## Article 9 - Facilities

- A. A work area with:
  - 1. Adequate materials and supplies
  - 2. A desk and chair
  - 3. A place where materials may be safely stored.
- B. Specialty supplies - specialized equipment needed for certain students, i.e., latex gloves, adaptive aids.
- C. Health and Safety - Employees shall have a safe and healthful environment in which to work. Written complaints about situations which may adversely impact the learning process, health, or safety of staff or students shall be promptly and thoroughly investigated and, if necessary, remedied by the Administration.
- D. Computer Access  

Employees shall have access to computers as needed.

## Article 10 - Sick Leave

### A. Sick Leave Accrual

Every employee covered by this Agreement shall, subject to Section B of this Article, be granted sick leave, without loss of pay or benefits, for absence caused by non-work-related illness, injury, exposure to contagious disease, illness, or disability arising out of or caused by pregnancy or childbirth.

Sick leave shall accrue at the rate of one and a half (1 ½) days per month of actual service. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective day of this Agreement and not used in the current year, may be accumulated up to one hundred fifty (150) days.

Upon death or retirement, a Paraprofessional or their estate, if applicable, shall receive reimbursement for each unused sick leave day in excess of one hundred (100) days at the rate of thirty dollars (\$30) per day of any sick leave balance so accrued up to a maximum of one-thousand five hundred dollars (\$1,500).

### B. Notification Required

No employee shall be entitled to sick leave without loss of pay, as provided in Section A of this Article, unless the employee has notified their immediate supervisor or designee of their absence in the cause thereof before the expiration of the first thirty (30) minutes of absence or as soon as thereafter as practicable. For periods of absence of five (5) consecutive days or more, or where the School Department has reasons to believe that sick leave is being abused, the School Department may require satisfactory medical evidence from the employee. The medical evidence shall consist of a signed statement by a licensed physician that they have personally examined the employee and shall contain the nature of the illness or injury, a statement that the employee was unable to perform his or her duties due to the specific illness or injury on the days in question and prognosis for the employee's return to work. A medical statement provided pursuant to this Article shall be on the letterhead of the attending physician or medical provider and shall list an address and telephone number. Failure to produce such evidence within seven (7) days of its request may result, at the discretion of the School Department, in denial of sick leave for the period of absence. In addition, the School Department may, at its own expense, have the employee examined by a physician designated by the School Department.

### C. Workplace Injury

Any employee absent from school as a result of an injury sustained due to student behavior shall be paid by the district for any lost wages resulting from said injury for the first five days, provided that an Incident Report has been filed consistent with Workers' Compensation law.

## Article 11 - Temporary Leaves of Absence

- A. Bereavement Leave. In the event of death of a spouse, parent, brother, sister, child, grandparent, grandchild or other member of the employee's immediate household, an employee with six months or more of continuous active service at the time of such death shall be entitled to receive up to five (5) working days leave without loss of pay. Under the same conditions, an employee shall be granted a three-day leave to attend the funeral of a parent-in-law. Under the same conditions, an employee shall be granted a one-day leave to attend the funeral of an aunt, uncle, sister-in-law, brother-in-law, spouse's grandparent, niece, or nephew.
- B. Personal Days. Three personal days will be provided upon the approval of the Superintendent or his designee. Request shall be limited to personal business, which cannot be dealt with during the after-school, evening, and weekend periods. Personal days are not entitlement days. These days are built into the contract for emergencies. Emergencies are activities that cannot be done after normal working hours. A bargaining unit member may not use personal days unless the rationale fits the above criteria. Personal days may not be used to extend vacation periods.
- C. School Legal Proceedings. Any employee required to attend a court or other legal proceedings during the school day for school-related activities shall do so without loss of pay.
- D. Military Leave. A maximum of ten (10) school days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be permitted without loss of pay as a result of said leave, provided the employee produces a written statement from his commanding officer which indicates that said military leave was necessary and could not be scheduled at any other time.
- E. Other Leave. Leave for reasons other than as herein stated may be granted with or without pay upon request in writing to the Superintendent and approved by the Committee, who shall be the sole judge of whether to permit said leave.
- F. Leaves taken pursuant to this Article will be in addition to sick leave as otherwise provided in this Agreement.
- G. Leaves not authorized by the provisions of this Agreement shall result in a deduction of one-hundred eighty-secondth (1/182) of the Paraprofessional's annual salary for each day's absence.
- H. Employees on leave for a period of eight (8) weeks or longer shall notify the office of the Superintendent two (2) weeks prior to their return during the school year and by July 1st if the leave concludes the school year.
- I. Adoption and Parental Leave.
  - 1. Birth and non-birth parents are eligible for twelve (12) weeks of parental leave to recover from birth and/or to bond with their child during the first year following the birth or adoption placement of a child. Leaves may be taken as follows:

- i. Up to four (4) weeks of paid Parental Leave on consecutive workdays, paid by the district.
  - ii. Up to an additional eight (8) paid work weeks may be taken, to be deducted from accumulated sick leave under [Article 10 Section A, Sick Days](#).
  - iii. If both parents are employees of Medford Public Schools, both members will be entitled to the full leave. However, no more than two weeks can overlap. In this scenario, the non-birth parent may take their four (4) weeks of paid Parental Leave in two (2) separate leave increments.
  - iv. The salary is prorated for less than full-time employees.
  - v. To be eligible for this benefit, the employee must have been employed for a minimum of nine (9) months of employment.
  - vi. FMLA may not be used to extend parental leave; however may be used in the event of a different qualifying event.
2. A leave of absence without pay may be granted for up to three (3) months for the purposes of caring for a member of the Paraprofessional's immediate family. The leave of absence may be extended at the termination of the three (3) months for the purposes of caring for a member of the Paraprofessional's immediate family. The leave of absence may be extended at the termination of the three (3) months.
  3. All requests for extensions for renewals of leaves may be applied for and granted in writing.
  4. The benefits entitled to the Paraprofessional at the time of absence will be restored, including unused sick leave.
  5. An employee who takes a leave of absence under the Federal Family and Medical Leave Act of 1993 on account of his or her own or a family member's health condition first must exhaust any sick leave that is available for such purpose at the start of the statutorily mandated leave period.
    - i. An employee who takes a leave of absence under the (FMLA) for childbearing purposes must first exhaust any vacation and personal leave that is available at the start of the statutorily mandated leave period.
    - ii. To be eligible for a leave of absence under the (FMLA) on account of one's own or a family member's health condition, an employee must provide the Committee with certification by a health care provider as to the employee's or the family member's serious health condition.
    - iii. An employee who takes a leave of absence under the (FMLA) does not forfeit any sick, vacation, or personal leave that had accrued at the time of the start of the leave; such an employee does not accrue additional sick, vacation, or personal leave during the period of unpaid absence.

- iv. With respect to maternity, paternity and child care leaves, members must provide the Superintendent or designee with notice of the anticipated commencement date and expected return date at least ninety (90) days before the leave commences whenever possible, and that with respect to any other leaves of absence under the (FMLA), members must give the Superintendent at least thirty (30) days advance notice before the leave commences whenever the need for leave is foreseeable, or as much notice as possible, whenever the need for leave is not foreseeable. The benefit year for leaves taken under the Act is the twelve-month period commencing on the date an employee leaves work on such leave.
6. Leaves under the Small Necessities Leave Act (“SNLA”) shall be taken in increments of one (1) hour.
- i. A Paraprofessional who intends to take a leave under the SNLA must submit a request for such leave in writing to their Principal or Director at least seven (7) days in advance of the date on which the leave is to commence, if the leave is foreseeable, or with as much advanced notice as practicable, if the leave is not foreseeable.
  - ii. A Paraprofessional may use any accrued paid leave benefits that are available for the purpose of the SNLA leave, provided that the SNLA leave is taken in units of a half or whole workday.

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## Article 12 - Extended Leaves of Absence

- A. A Paraprofessional desiring to take an extended leave of absence without pay for reasons such as, but not limited to, Peace Corps, Vista, Public Service, or personal reasons shall make a request in writing to the Superintendent, who shall be the sole judge of whether to permit said leave.
- B. Military leave will be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, an employee will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence, up to a maximum of two (2) years.
- C. Any employee granted extended leave of absence without pay, upon return to the Medford School System, shall have all unused accumulated sick leave reinstated and will be assigned to the same position that they held or at substantially equivalent position.
- D. Maternity Leave. An employee who is pregnant may remain in her position until the termination of her pregnancy; however, such an employee may be required to commence leave at an earlier time if they are not satisfactorily performing her duties. Employees shall notify Central Office of an anticipated return at least ten (10) days before the return. A physician's certificate of fitness may be required before an employee is reinstated. The employee will be reinstated immediately upon giving sufficient written notice to the Superintendent to provide for an orderly transition. If an employee so chooses, they may take unpaid child-rearing leave beyond the leave that is described above in Article XI, Section I, provided such leave will terminate in September following the child's birth.

- E. Employees on leave for a period of eight weeks or longer shall notify the office of the Superintendent two (2) weeks prior to their return during the school year and by July 1st if the leave concludes the school year.

An additional one-year child-rearing leave may be granted at the discretion of the Superintendent.

Said employee shall retain all rights held prior to such leave. The term granted for childbearing leave will not be credited as experience on the salary schedule or other service benefits.

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## Article 13 - Professional Development

- A. The Committee will reimburse those reasonable and necessary expenses incurred by the Employees attending educational conferences or seminars, which have been approved in advance by the Superintendent. All such conferences and seminars shall be reported in writing by the employee attending same to the Superintendent.
- B. The Committee shall make reasonable efforts to ensure that professional development days, as referenced in [Article 6 A](#), shall be planned to meet the needs particular to grade-level bands (elementary, middle, and high school) and special programs such as Connections, MEEP, TLP, and ACCESS.

### Training for MEEP, ACCESS, TLP, or Connection Hires

For employees hired to the MEEP, ACCESS, TLP, or Connections programs after April 1st, the district will provide at least three (3) hours of training in the week before school begins the following school year at no cost to employees. For employees hired to the MEEP, ACCESS, TLP, or Connections programs between the beginning of the school year and March 31st, the district will provide at least three (3) hours of training within the first three (3) weeks of the date of hire at no cost to employees. In both instances, the training will cover the skills necessary to serve the populations of these programs, including but not limited to ACE and ABA. The training may occur during or after the workday. If training occurs after the workday, employees will be compensated at their hourly rate. Employees hired prior to this article being ratified will have the option of attending training in the summer of 2023 and will be compensated at their hourly rate.

### Mentorship

An induction and mentoring program shall be maintained for all paraprofessionals in the District. The purpose of the program is to provide guidance, resources, training, and support. At least one mentor position shall be made available for Medford High School/Medford Vocational Technical High School, and at least one (1) mentor position shall be made available for each of the middle and elementary school levels respectively, and at least one (1) mentor position shall be made available for the following high need programs collectively: Connections, MEEP, TLP, and ACCESS.

The posting for the position of mentor shall occur no later than June 1st of each school year for the following school year. The MPA shall share the posting with retirees. Mentors shall serve for a period

of one (1) school year, and may reapply annually for the position. Mentors must participate in a mentor training program prior to beginning their work with mentees.

The mentor shall maintain a log of meetings held between the mentor and mentee during the mentoring year, and shall make such log available to the principal upon request. Confidentiality is crucial when building a relationship based on mutual respect and trust. All communications and knowledge gained must be considered confidential between the mentor and mentee except as required by law, regulation, or the best interests of the Medford Public Schools.

Mentor paraprofessionals shall be compensated at the annual rate of six hundred dollars (\$600), which will be prorated if the mentor is hired during the school year. Payment shall be made at the end of the school year after the Mentor has turned in a log of mentorship meetings. The appointment of individuals to the position of paraprofessional mentors shall be within the sole discretion of the superintendent or designee.

#### Professional Development and Training Council

Paraprofessionals play critical roles in supporting students, and those roles can vary significantly depending on the grade-level band and special programs that they work in. To this end:

- The parties agree to create a Professional Development and Training Council, which shall be composed of equal numbers of members appointed by the Superintendent and the President of the Association.
- Efforts will be made by the parties to ensure representation of each grade-level band and special program on this Council, and cooperative planning involving administrators and the professional staff.
- The Professional Development and Training Council shall survey staff members about professional development needs in all grade-level bands and special programs. It shall also create a district-wide professional development plan for the entire staff and update it annually. Furthermore, it shall coordinate district-sponsored or on-site courses, workshops, seminars, meetings, and other activities associated with professional development and improvement.
- The Superintendent can mandate professional development of topics, provided that paraprofessionals can complete training during regularly scheduled work hours.
- Professional development for paraprofessionals will be held on district-wide full professional development days.
- The Professional Development and Training Council will set the dates for two (2) required Paraprofessional PD days by the close of the prior school year.

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## Article 14 - Protection

- A. Employees will, as soon as possible, report to their immediate supervisor in writing any case of assault or abusive conduct they suffer in connection with their employment.

- B. Such a written report, if the employee requests, will be forwarded to the Superintendent and the Committee. The Superintendent will comply with any reasonable request from the employee for information it has about the incident and will act appropriately as a liaison between the employee, the police, and the courts.
- C. The Committee recognizes that indemnification of employees for expenses in connection with criminal or civil proceedings shall be in accordance with General Laws, Chapter 258.
- D. Within the facilities presently available, a designated area will be provided in each school for the secure storage of personal belongings. During the school day, employees may bring personal belongings to the school Principal's office for safekeeping. The extent of the School District's obligation under this section is to provide a place for the safekeeping of personal belongings and shall not include responsibility for the loss of, damage to, or theft of such belongings.

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## Article 15 - Insurance and Annuity Plan

- A. The Committee agrees that the present insurance benefits now in effect for the employees of the City of Medford will remain in effect for the duration of this Agreement.
- B. The Committee agrees to comply with the provisions of General Laws, Chapter 71, Section 37B concerning Annuity Plans.
- C. The City of Medford shall pay a minimum of 80% of the unit employee's health insurance premiums during the term of the Agreement. In the event the issue of health insurance benefits is deemed negotiable by the courts, the Association reserves the right to reopen this section.
- D. Pursuant to the provisions of Chapter 697 of the Acts of 1987 (the Public Employee Pension Reform Act), the Committee will make the necessary changes in its payroll procedures to allow employee contributions to health insurance, group term life insurance, and any other forms of insurance to be paid with pre-tax earnings.

The parties agree that there shall be no increase in the existing number of insurance companies over and above the number of companies dealt with as of September 1975, relative to payroll deduction annuity programs.

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## Article 16 - Substitute Pay

- A. Class coverage: A class coverage shall be defined as when a paraprofessional is the ranking adult in a room with a cohort of students for whom the paraprofessional bears primary instructional and supervisory responsibility attributable to the absence of a licensed educator for a period between forty-five (45) minutes and sixty (60) minutes in duration. A paraprofessional fulfilling class coverage responsibilities as defined by this paragraph shall be compensated twenty-five dollars (\$25) per coverage for all coverages up to one hundred dollars (\$100) per day.

Example: A teacher is called away or absent, and a paraprofessional, without a licensed educator or substitute teacher present, is directed by the building administrator to lead the group of students for purposes of instruction and supervision for a period between forty-five (45) minutes and sixty (60) minutes in duration.

- B. Long-term coverage: A long-term coverage shall be defined as substitute coverage for a period exceeding five (5) days, at which point the five consecutive day coverages will be converted for purposes of compensation to long-term coverage and the paraprofessional will be compensated at a rate of one hundred dollars (\$100) per day for each of the five (5) days and any subsequent consecutive days in which the paraprofessional is the ranking adult in a room attributable to the absence of a licensed educator with cohort of students for whom the paraprofessional bears primary instructional and supervisory responsibility.

Example: A paraprofessional who has previously in the school year completed five (5) day coverages pursuant to paragraph (b) above is directed to serve as a substitute teacher for full school days for a period of two weeks, over a period of ten (10) consecutive school days. The paraprofessional would be compensated at a rate of one hundred dollars (\$100) per day for each of these ten (10) days.

- C. The parties recognize that this compensation is for when paraprofessionals are tasked with working as substitute teachers, but that the work of substitute teaching is not exclusive to the bargaining unit. Other teachers, administrators, or other district personnel (including but not limited to building, daily, and long-term substitute teachers) are equally entitled to this work, the assignment of which is in the sole discretion of the superintendent or the superintendent's designee(s).
- D. Paraprofessionals who have selected a Schedule A work year may elect to perform substitute coverage to satisfy their flex hours. One (1) hour of coverage will satisfy one (1) flex hour.

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## Article 17 - Dues Deduction

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts, and, in accordance therewith, shall certify to the Auditor of the City of Medford all payroll deductions for the payment of dues to the Association if duly authorized in writing by individual employees covered by this contract.

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## Article 18 - Union Security

- A. It shall be a condition of employment that any employee in the bargaining unit who is not a member of the Association shall, on or after the thirtieth day following the beginning of his employment or on the effective date of this Agreement, whichever is later, pay a service fee to the Association which shall be in an amount certified in writing by the Association to be in accordance with General Law, Chapter 150E, Section 12. The agency service fee shall be deducted from the wages of any employee

who signs an authorization to that effect, and such fees shall be transmitted to the Treasurer of the Association as provided in Section 17G of Chapter 180 of the General Laws.

- B. The Committee shall provide the following information about new hires to the Association on a monthly basis: name, work location, program, job title, placement on the salary scale, start date, home address, home phone number, cell phone number, and personal email address. During the summer months, the Committee shall send the Association President a copy of each hire letter when sent to new hires.
- C. If the Committee receives a request for the personal contact information of bargaining unit members from any third party, the Committee shall share such a request with the Association President within two business days, and one week later, only release the information required by law.

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## Article 19 - General Provisions

- A. The Committee and the Association agree to comply with the provisions of General Laws, Chapter 150E, Section 2, which states as follows:

Employees shall have the right of self organization and the right to form, join, or assist any employee organization for the purpose of bargaining collectively through representatives of their own choosing on questions of wages, hours, and other terms and conditions of employment, and to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid or protection, free from interference, restraint, or coercion. An employee shall have the right to refrain from any or all of such activities, except to the extent of making such payment of service fees to an exclusive representative as provided in section twelve.

- B. Employees will be entitled to full rights of citizenship, and the religious or political activities of any employee, or lack thereof, will not be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- C. The Committee will, upon written request, provide the Association with any public documents in its control that will assist the Association in developing educational programs to suggest to the Committee or to process grievances. The Association shall assume the cost of reproducing any such public documents.
- D. Copies of minutes of Committee meetings and agendas will be made available to the Association at the same time said copies are made public information.
- E. This Agreement shall be printed by the Committee, and a copy thereof shall be distributed to each member of the bargaining unit during its effective term. In addition, twenty (20) copies shall be supplied to the Association President, and twenty (20) copies shall be retained by the Committee for administrative use. The expenses of printing the Agreement shall be shared equally by the Committee and the Association.

- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
  - G. This Agreement shall supersede any rules, regulations, or practices by the Committee, which shall be contrary to or inconsistent with the terms contained within this Agreement.
  - H. Any complaint regarding an employee made to any member of the Administration by any parent, student, or other person will be promptly called to the attention of the employee before any disciplinary action, if necessary, is taken.
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## Article 20 - Vacancies and Transfers

- A. Whenever the School Department wishes to fill a vacancy in a position that occurs during the school year, it will fill it temporarily until the end of the school year. All such vacancies shall then be posted for the following school year on or as soon as practicable by June 30. A list of vacancies will be sent to the President of the Association. The qualifications for the position and its duties will be clearly set forth, including area, building, and program. Applications for these positions shall be filed in writing within one (1) week of the posting.
  - B. Paraprofessionals desiring a transfer will submit a written request to the Superintendent, stating the assignment preferred. Such requests must be submitted by April 1 to be considered for the next school year.
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## Article 21 - Dismissals Due to Snow

If the Superintendent, in their discretion dismisses personnel before the end of the work day due to snow, those employees who are dismissed shall receive a full day's pay.

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## Article 22 - Notice of Non-Renewal

When a non-renewal of a Paraprofessional is to take place, the Administration shall give written notice to the affected Paraprofessional on or before June 30.

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## Article 23 - Association Days

The Committee will allow up to three (3) members of the Association, at no cost to the Association or members, one work day each to attend the Annual Meeting of the Massachusetts Teachers Association.

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## Article 24 - Evaluations

- A. All Paraprofessionals are evaluated annually by the Special Education Administrator, Building Principal, Building Assistant Principal, or other appropriate administrator.
- B. The process for evaluation shall be as follows:
  - 1. Evaluators shall meet with Paraprofessionals to discuss the evaluation process, individually or in groups. If needed, the Evaluator shall meet with a paraprofessional individually to discuss individual issues. These meetings shall occur by November 1.
  - 2. Paraprofessionals shall be observed at least once per evaluation cycle by an observer who may be the evaluator. Observations shall be conducted when the paraprofessional is in their primary role, consistent with their job description. The observer shall provide feedback within two weeks of the observation on the Paraprofessional Observation Feedback Form. The paraprofessional may attach a response to the feedback within two weeks. The first such observation shall occur by March 1.
  - 3. By June 1, the evaluator shall present the final evaluation on the Paraprofessional Evaluation Form. The paraprofessional may attach a response to the evaluation within two weeks.
- C. Any rating of Needs Improvement and/or Unsatisfactory on an evaluation, or concerns on an observation that could lead to such a rating, will be accompanied by a narrative explanation with a recommendation for improvement. At the request of the paraprofessional or evaluator, a meeting shall take place within a week to discuss the observation or evaluation.
- D. Failure of a paraprofessional beyond their probationary period to remedy Unsatisfactory categories identified in their evaluation by the end of the subsequent school year may lead to an administrative personnel action. A Paraprofessional subject to an administrative personnel action will have the right to union representation.
- E. At the request of a Paraprofessional who receives an observation showing concerns that could lead to an Unsatisfactory rating, another administrator shall observe their work, and that observation shall be factored into their evaluation.
- F. A Paraprofessional who has received an Unsatisfactory rating may request that the Superintendent or designee that another administrator be assigned to evaluate them. The Superintendent or their designee may only deny such a request after a meeting with the paraprofessional, at which the paraprofessional has the right to union representation.
- G. The ratings shall be as follows:
  - 1. Exemplary: The Paraprofessional's performance exceeds the requirements, and could serve as a model of practice.

2. Proficient: The Paraprofessional's performance meets the requirements and is fully satisfactory.
3. Needs Improvement: The Paraprofessional's performance is below the requirements. Improvement is necessary and expected.
4. Unsatisfactory: the Paraprofessional's performance is below the requirements, and there has been no improvement since receiving a rating of needs improvement.

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## Article 25 - Job Description Revisions

The School District and the Union acknowledge and agree that the paraprofessional's role has changed substantially at all levels and agree to meet under the following parameters to revise said job descriptions. Both further acknowledge and agree that the changes are best discussed after completing a portion of the FY26 school year, in which school schedule changes may further affect the role. The School District and the Union will meet no later than March 1, 2026, to discuss updated job descriptions for all roles. Both sides agree to work towards an agreement on all job descriptions no later than April 30, 2026. Both parties agree to meet no fewer than three (3) times between March 1, 2026, and April 30, 2026, and agree to set forth a schedule for meetings by February 15th, 2026. The number of meetings and dates listed may be amended by mutual agreement. Discussions will be limited to the scope of professional duties and will not change the CBA in terms of work hours/year, nor will additional pay beyond the negotiated raises be discussed.

The parties agree that these discussions will result in mutual resolution, and the negotiated increases for FY27-FY29 will not be implemented until the parties reach agreement and their respective bodies ratify the job descriptions.

If the Committee declines to schedule three (3) meetings, or fails to attend the meetings as scheduled, the wage schedule for July 1, 2026 - June 30, 2029 shall remain in full effect as of July 1st, 2026.

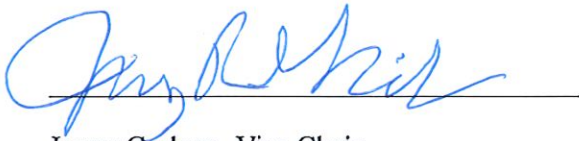
If the Union declines to schedule three (3) meetings or fails to attend the meetings as scheduled, the wage schedule for July 1, 2026 - June 30, 2029 will be voided, and both sides agree to start negotiations for another three (3) year CBA that shall be effective on July 1st, 2026.

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## Article 26 - Duration

This agreement shall be in full force and effect from July 1, 2025, to June 30, 2026.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this September 10, 2025.



Jenny Graham, Vice Chair

Medford School Committee



Diane Demayo, President

Medford Paraprofessionals Association

# Appendix A - Compensation

A. Hourly wages will be used for all calculations. The application of increases in each subsequent negotiation will be based solely on the hourly wage. Hourly wage rates are rounded using the round-half-up method to two decimal places with each successive year, i.e., \$1.054 rounds to \$1.05, \$1.056 rounds to \$1.06.

B. Specialists’ initial salaries are negotiated on an individual case basis. Specialists’ salaries increase at the same percentage as other members of the bargaining unit.

C. Longevity

10 years: \$400

15 years: \$800

20 years: \$1,200

D. Paraprofessionals with a Bachelor’s degree will receive a \$1,000 annual flat rate supplemental payment.

E. In recognition of the value our returning paraprofessionals provide to the district, paraprofessionals who return for the 2025-2026 school year will receive a \$1000 one-time bonus. The bonus will be paid in two equal installments, one by September 30, 2025, and one by May 31, 2026. If a paraprofessional is no longer employed by the district when payments are issued, said paraprofessional will not be entitled to the bonus.

F. Wage increase

Fiscal Year	COLA Increase to Hourly Rate
FY26	4.50%

G. Wage chart

Instructional Tutors			
	Final Pay Last CBA		
	FY25	FY26 7/1/25-6/30/26	
	Hourly	%	Hourly
Step 1	\$29.37	4.50%	\$30.69
Step 2	\$30.82	4.50%	\$32.21
Step 3	\$32.26	4.50%	\$33.71
Step 4	\$33.71	4.50%	\$35.23
Step 5	\$35.15	4.50%	\$36.73

Classroom Assistants			
	Final Pay Last CBA		
	FY25	FY26 7/1/25-6/30/26	
	Hourly	%	Hourly
Step 1	\$24.55	4.50%	\$25.65
Step 2	\$26.00	4.50%	\$27.17
Step 3	\$27.45	4.50%	\$28.69
Step 4	\$28.89	4.50%	\$30.19
Step 5	\$30.34	4.50%	\$31.71

# Appendix B - Observation Feedback Form

Paraprofessional Name \_\_\_\_\_ School \_\_\_\_\_

Location of Observation \_\_\_\_\_ Date \_\_\_\_\_

Observer Name \_\_\_\_\_ Role \_\_\_\_\_

Describe the following:

Class/student composition \_\_\_\_\_  
\_\_\_\_\_

Lesson/activity observed \_\_\_\_\_  
\_\_\_\_\_

Description of provided instruction or support \_\_\_\_\_  
\_\_\_\_\_

Expected student(s) learning behaviors \_\_\_\_\_  
\_\_\_\_\_

- |                                           |                                              |                                            |                                   |
|-------------------------------------------|----------------------------------------------|--------------------------------------------|-----------------------------------|
| <input type="checkbox"/> Listen (lecture) | <input type="checkbox"/> Independent reading | <input type="checkbox"/> ADLs              | <input type="checkbox"/> Hands on |
| <input type="checkbox"/> Group work       | <input type="checkbox"/> Independent writing | <input type="checkbox"/> Use of technology | <input type="checkbox"/> Other    |

Observation Notes/Comments \_\_\_\_\_  
\_\_\_\_\_

Commendations \_\_\_\_\_  
\_\_\_\_\_

Recommendations \_\_\_\_\_

Observer Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Signature of a paraprofessional indicates receipt, not necessarily agreement.

\*The paraprofessional may respond to this report within two weeks of receipt.

# Appendix C - Evaluation Form

Paraprofessional Name \_\_\_\_\_ School \_\_\_\_\_

Assignment \_\_\_\_\_ School Year \_\_\_\_\_

Evaluator Name \_\_\_\_\_

<b>I. Student Support</b>	<b>Exemplary</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>	<b>Not Applicable</b>
A. Works effectively with students individually and/or in groups, under the direction of the teacher/supervisor.					
B. Strives to maintain positive relationships with students.					
C. Ensures safety of students and maintains discipline in a fair and consistent manner in accordance with School Department procedures.					
D. Provides student support services in all environments of the school setting under guidance of teacher/building administrator.					
E. Adapts to the varying needs of students.					
F. Assists students with daily routines, schedules, and if applicable, personal care needs.					
G. Promotes achievement of all students.					

<b>II. Instructional support</b>	<b>Exemplary</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>	<b>Not Applicable</b>
A. Provides instructional and behavioral support including but not limited to data collection if applicable, student specific accommodations and implementation of behavior support team.					
B. Assists students with the necessary skills and work habits to become independent learners.					
C. Demonstrates ability to work with diverse learning styles by implementing accommodations for individual students.					
D. Demonstrates general knowledge of grade level curriculum and materials.					
E. Facilitates peer interactions and supports students in social situations.					

<b>III. Staff Relationships</b>	<b>Exemplary</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>	<b>Not Applicable</b>
A. Provides feedback to teachers on the progress experienced by students in addressing their IEP goals.					
B. Interacts appropriately with teachers, administrators, coworkers and parents.					
C. Seeks ways to improve skills through professional development and teacher collaboration.					

<b>IV. Professional Responsibilities</b>	<b>Exemplary</b>	<b>Proficient</b>	<b>Needs Improvement</b>	<b>Unsatisfactory</b>	<b>Not Applicable</b>
A. Is punctual in attendance and assignments.					
B. Completes duties and paperwork.					
C. Able to explain and/or demonstrate classroom procedures and relevant elements of student programs.					
D. Demonstrates sound judgment, ethical behavior and protects student confidentiality.					
E. Demonstrates effective verbal and written communication skills.					

Additional Comments/Examples: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Commendations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Recommendations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Signature of a paraprofessional indicates receipt, not necessarily agreement.

\*The paraprofessional may respond to this report within two weeks of receipt.

## Appendix D - Classroom Assistant - Job Description

Student Support	Instructional Support	Staff Relationships	Responsibilities
Works effectively with students individually or in groups, under the direction of the teacher/supervisor.	Provides instructional and behavioral support, including but not limited to data collection if applicable, student-specific accommodations, and implementation of behavior support team/plan.	Provides feedback to teachers on the progress experienced by students in addressing their IEP goals.	Is punctual in attendance and assignments.
Strives to maintain positive relationships with students.	Assists students with the necessary skills and work habits to become independent learners.	Interacts appropriately with teachers, administrators, coworkers, and parents.	Completes duties and paperwork.
Ensures the safety of students and maintains discipline in a fair and consistent manner in accordance with School Department procedures.	Demonstrates ability to work with diverse learning styles by implementing accommodations for individual students.	Seeks ways to improve skills through professional development and teacher collaboration.	Able to explain and/or demonstrate classroom procedures and relevant elements of student programs.
Provides student support in all environments of the school setting under the guidance of the teacher/building administrator.	Demonstrates general knowledge of grade-level curriculum and materials.	Obtain and maintain certification in the district-sponsored de-escalation training.	Demonstrates sound judgment, ethical behavior, and protects student confidentiality.
Adapts to the varying needs of students.	Facilitates peer interactions and supports students in social situations.		Demonstrates effective verbal and written communication skills.
Assists students with daily routines, schedules, and, if applicable, personal care needs ( including but not limited to hygiene, toileting, and clothing routines.)			Participation in Professional Development is at the discretion of the Coordinator of Special Education and/or Director of Student Services.

Student Support	Instructional Support	Staff Relationships	Responsibilities
Promotes the achievement of all students.			Performs other job-related duties as assigned by the building administration, Coordinator of Special Education and/or Director of Student Services.

## Appendix E - Instructional Tutor - Job Description

Student Support	Instructional Support	Staff Relationships	Responsibilities
Works effectively with students individually or in groups, under the direction of the teacher/supervisor.	Provides instructional and behavioral support, including but not limited to data collection if applicable, student-specific accommodations, and implementation of behavior support team/plan.	Provides feedback to teachers on the progress experienced by students in addressing their IEP goals.	Is punctual in attendance and assignments.
Strives to maintain positive relationships with students.	Assists students with the necessary skills and work habits to become independent learners.	Interacts appropriately with teachers, administrators, coworkers, and parents.	Completes duties and paperwork.
Ensures safety of students and maintains discipline in a fair and consistent manner in accordance with School Department procedures.	Demonstrates ability to work with diverse learning styles by implementing accommodations for individual students.	Seeks ways to improve skills through professional development and teacher collaboration.	Able to explain and/or demonstrate classroom procedures and relevant elements of student programs.
Provides student support in all environments of the school setting under guidance of teacher/building administrator.	Demonstrates general knowledge of grade level curriculum and materials.	Obtain and maintain certification in the district-sponsored de-escalation training.	Demonstrates sound judgment, ethical behavior, and protects student confidentiality.
Adapts to the varying needs of students.	Facilitates peer interactions and supports students in social situations.	Currently holds or is in the process of obtaining a Bachelor's degree toward licensure, eligibility for teacher license preferred, and/or extensive experience in the field.	Demonstrates effective verbal and written communication skills.
Assists students with daily routines, schedules, and if applicable, personal care needs ( including but not limited to:			Participation in Professional Development is at the discretion of the Coordinator of Special Education and/or

Student Support	Instructional Support	Staff Relationships	Responsibilities
hygiene, toileting, and clothing routines.)			Director of Student Services.
Promotes achievement of all students.			Staff will continue to engage and participate in curriculum training as offered for student needs in specific programming (TLP, Connections, and ACCESS).
A 1:1 instructional tutor will remain with the student, not the school building, for which they are hired. This will not be amended outside of the special education staff.			Performs other job related duties as assigned by the building administration, Coordinator of Special Education and/or Director of Student Services.
Join the building-based safety care team and provide support throughout the day as directed by the building administration and/or Coordinator of Special Education.			

## Appendix F - Schedules

<b>Schedule A - All Levels</b>						
1169 hours	Time	Minutes Full Day (176)	Minutes Early Release Day (6)	Hours per Day	Total Minutes	Hours Owed
<b>Elementary Level</b>						
Work Day Start	8:10 AM	380		6.33	66880	
End Early Release	12:15 PM		245	4.08	1470	
Work Day End	3:00 PM				68350	
			Minutes Owed->		1790	29.83
<b>Middle School Level</b>						
Work Day Start	7:30 AM	390		6.5	68640	
End Early Release	11:40 AM		250	4.17	1500	
Work Day End	2:30 PM				70140	
			Minutes Owed->		0	0
<b>High School Level</b>						
Work Day Start	7:40 AM	383		6.38	67408	
End Early Release	12:00 PM		260	4.33	1560	
Work Day End	2:33 PM				68968	
			Minutes Owed->		1172	19.53

<b>Schedule B - Elementary Level</b>						
1140 hours	Time	Minutes Full Day (176)	Minutes Early Release Day (6)	Hours per Day	Total Minutes	Hours
Work Day Start	8:10 AM	380		6.33	66880	
End Early Release	12:15 PM		245	4.08	1470	
Work Day End	3:00 PM				68350	1139.17
<b>Schedule B - High School Level</b>						
1150 hours	Time	Minutes Full Day (176)	Minutes Early Release Day (6)	Hours per Day	Total Minutes	Hours
Work Day Start	7:40 AM	383		6.38	67408	
End Early Release	12:00 PM		260	4.33	1560	
Work Day End	2:33 PM				68968	1149.47