

**Agreement  
Between**

**Arlington School Committee**

**and**

**Arlington Education Association  
Unit A**

**2018-2021**

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## **ARTICLE I**

### **Recognition**

For the purposes of collective bargaining, the Arlington School Committee recognizes the Arlington Education Association, Inc., MTA/NEA as the exclusive bargaining representative of Unit A. Substitute teachers, the Assistant Superintendents and the Superintendent and all other school employees not in Unit A but employed by that Committee, shall be excluded from this agreement.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "teachers." The use of the masculine pronoun shall be construed as the feminine when applicable.

Unit A shall consist of all full-time and part-time employees of the Committee in the following job classifications: classroom teachers, librarians, guidance counselors, school social workers, instructional technologists, special education teachers, special subject teachers, public school nurses, psychologists, lead teachers, teachers on assignment and special staff, or in such job classifications appropriate to this unit as have been established since the date of recognition or may be established during the terms of this Agreement.

For the purposes of this contract and for the purposes of identifying differentials, coaches and advisors to extracurricular activities shall be considered members of Unit A.

Disagreements concerning unit inclusion or placement shall be determined by the Department of Labor Relations.

## **ARTICLE II**

### **Scope**

**A.** It is agreed and understood between the Committee and the Association that Agreement has been entered into between the parties as a result of the provisions of Chapter 150 E of the General Laws of Massachusetts. In executing this agreement, neither party to this Agreement has waived any rights accorded it under the General Laws of Massachusetts.

**B.** This Agreement shall constitute a part of Committee policy and the Committee will carry out the commitments contained herein and will take such legal action as may be necessary in order to give full force and effect to the provisions of this Agreement.

**C.** The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. As elected representatives of the

citizens of Arlington, charged with the responsibility for the quality of education in, and the efficient and economical operation of the Arlington School System, it is acknowledged that the Committee has a final responsibility of establishing the educational policies of the public schools in Arlington.

Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement. Said powers will not be exercised in a manner inconsistent with the specific terms of this Agreement.

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 III**

#### **Negotiation Procedure**

**A.** It is the intent and purpose of the parties hereto that their agreements promote and improve the quality of education in the Town of Arlington, provide for orderly professional negotiation between the Committee and the Association, and secure prompt and fair disposition of grievances so as to promote positive influences upon the operation of the educational program.

**B.** Negotiation meetings may be initiated at the written request of either party in accordance with the provisions of Article XXXII, Duration, of this Agreement.

**C.** During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of an outside consultant or consultants to assist in the negotiations. Any agreement so negotiated will apply to all personnel recognized in Unit A of Article I, and will be reduced to writing and signed by the Committee and the Association.

**D.** If the Committee and the Association are unable to reach agreement of such items, they jointly or either of them separately, may petition to initiate the statutory impasse procedures in accordance with the provisions of Chapter 150 E of the General Laws.

**E.** During the process of negotiating, negotiation sessions will be held at least twice a month unless it is mutually agreed to set a different schedule.

**F.** At the first meeting of the negotiating teams of both parties, ground rules for the conduct of the negotiation sessions will be established. These ground rules will deal with time, the place, the dates, subject matter, and the procedures to be followed.

**G.** Association representatives shall be granted release time up to a maximum of 50 person days per year for the purpose of attending negotiating meetings with the School Committee representatives.

## **ARTICLE IV**

### **Grievance Procedure**

#### **A. Definition**

For the purposes of this Agreement, a grievance shall be defined as:

Any complaint by a teacher covered by this Agreement that (1) he has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Agreement or (2) he has been subjected to an unfair or discriminatory act contrary to established policy and practice.

#### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise, affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

#### **C. 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 thirty days next following either the occurrence of any grievance or the date when the teacher 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 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.

4. It is understood that any grievance pending at the conclusion of the contract will remain operative in the subsequent contract period unless settled in negotiations.

**D. 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 teacher involved in presenting such grievance.
4. No teacher 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 teachers 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.

**E. Procedure**

Level One - The teacher, 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.

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's satisfaction, the Association shall present in writing to the Superintendent or his designee within five school days.

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 teacher, the Association may refer the grievance in writing to the Chairman of the School Committee within five school days.

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 teacher 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.

## **ARTICLE V**

### **Arbitration**

- A.** 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, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Labor Arbitration Rules now, or hereafter, in effect, which shall also govern the procedure at the hearing.

- B.** The fees of the American Arbitration Association 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.

- C.** The Arbitrator's award shall be in writing and shall set forth his findings of fact with reasoning and conclusions. He shall arrive at his 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 his 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. 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 teacher or group of teachers who initiated the grievance.

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

## **ARTICLE VI**

### **Salaries and Other Compensations**

- A.** Salary Schedule

1. The basic salaries of all persons covered by the Agreement are set forth in Appendix A, which is attached hereto and made a part hereof.
2. Salary allowances for personnel having extracurricular assignments are set forth in Appendix B, which is attached hereto and made a part hereof.



**B. Payment**

1. The salary provided professional employees covered by this Agreement is deemed by the Superintendent and professional employees to be fully earned upon completion of the period contracted between and by them for any given year, and proportionately during the year. In the event of termination of services for any cause at the end of or any time during the contracted period, amounts of salary earned but withheld to date of termination shall be payable to the teacher; or in event of death to his executor or administrator.
2. Any summer work will be paid within two pay periods after all proper documentation is received by the Central Office.
3. The daily rate for a teacher will be  $1/183$  of a teachers' base salary (daily rate). Teachers authorized by the principal to work more than 183 days will be paid their annual rate divided by 183 school days for each additional day worked. Should it become necessary to deduct monies for unauthorized absences and/or authorized unpaid leave, such amount shall be figured on a daily rate basis. Teachers attending workshops will be paid at the rate of \$150 for each day attending workshops.
4. Study groups will be formed from time to time on a voluntary basis. The rate of payment for participants in this study group will be set by the Superintendent. Participants will be notified of the rate of payment before volunteering. The rate of payment will be no less than the workshop rate.
5. Direct Deposit is an option which teachers (and nurses) may select.
6. Teachers may select one of two options for salary payments for the work year:
  - Option 1: 21 biweekly payments (September through June) or
  - Option 2: 26 biweekly payments per year (September through August)

Teachers selecting Option 1 shall have additional withholdings from paychecks in May and June to cover their insurance premiums for the summer months. Once a paycheck schedule is selected, it cannot be changed during the course of the work year. If a teacher wishes to change the payment option s/he selected for the following work year, the teacher must complete and sign a form provided by the Human Resources Office and submit such form authorizing the change to the Human Resources Office no later than the end of the work year in June. Such selection shall continue from work year to work year unless the teacher notifies the Human Resources Director and Payroll Manager of a desired change by the close of any work year. If no option is selected, the teacher will be paid in accordance with Option 1.

7. Teachers employed after January 1 of any year will be paid bi-weekly until the last pay period within the school year. No provision will be made to allow for payments during the summer.
8. Teachers working more than the contracted period of service specified in Article VIII, Section A 1, 2, or 3 will be paid on a prorated basis for the number of days of service rendered over the contracted period.
9. If a qualified substitute nurse or registered nurse is required to work more than 20 consecutive school days, she shall be paid at the rate of the starting salary of a regular full-time school nurse in Arlington beginning with the twenty-first day.
10. If a staff nurse is assigned the duties of the supervisor of nurses for more than 20 consecutive days, she shall be paid a proportion of the salary differential allowed for supervisory responsibilities, beginning on the 21st day.

**C. Placement**

1. The Superintendent (of Schools) will employ teachers and grant experience credit for placement on the salary schedule of not less than 50% of the total years of public school experience. Teachers will be placed on the appropriate degree/level schedule. The employer will inform all new hires of the provisions of the contract with regard to the salary step and lane placement.
2. Any (individual covered by this contract) teacher must notify the Superintendent (of Schools) by November 1 of an advancement of degree level or accumulated credits (lane change to) in order to be considered for a lane change the following year. Such persons will (receive a written notice of approval/denial) be sent a receipt of this request by the superintendent within one month of submitting such documents.
3. When a (person covered by this contract) teacher has presented (shall present) certified evidence of completion of all requirements, including submission of the official transcripts, for advancement to a new degree level, such change shall be made effective as follows:
  - a. In September with the first paycheck, if completed during the summer vacation prior to the beginning of the school year and the official transcript is submitted at least two weeks prior to the first paycheck. For transcripts obtained later than two weeks prior to the first paycheck, retroactive payments will only be made if the transcript clearly shows there was a lag between the date of completion of requirements and the date the employee is able to obtain the official transcript.

- b. At the beginning of the two-week pay period immediately following the date of completion of requirements, including submission of the official transcripts.

**D. Other Compensations**

**1. Reimbursements**

A mileage allowance shall be paid to those employees who are required by the administrator to use their car in the amount approved by the town and paid to town employees. In order to receive reimbursement, the teacher must submit a request periodically during the school year on the following schedule:

- For travel between the beginning of the school year and November 30, a reimbursement form must be submitted by the end of the first full week in December.
- For travel between December 1 and February 28, a reimbursement form must be submitted by the end of the first full week in March.
- For travel between March 1 and May 31, a reimbursement form must be submitted by the end of the first full week in June.
- For travel in June, a reimbursement form must be submitted as of the last day of school.
- Teachers may also submit reimbursement forms on a monthly basis.

The above shall not be paid to travel between the employees' home and school.

**2. Longevity**

Longevity increases will be paid each year to teachers who have completed the following number of years of continuous service as of September in the Arlington School system. This will be added to the base salary of the salary schedule:

12-15 years	\$2,648
16-20 years	\$2,888
21-25 years	\$3,127
26 plus years	\$3,367

Longevity will be prorated based on FTE during the year the employee receives longevity. Longevity shall be paid in a lump sum in December of the school year following the school year for which longevity is earned. For example, if an employee has completed 12 years of service at the end of the 2014-2015 school year, the longevity would be paid in December of the 2015-2016 school year.

3. A. Sick Leave Buyback

Teachers will be paid \$45.00 for each unused sick leave day in excess of 50 at the time of their retirement if employed prior to September 1, 1997. Those employed after September 1, 1997 shall receive \$45.00 for each unused sick leave day in excess of 50 to a maximum of 200 paid days. In the event of death, the sick leave buyback will be paid to the spouse or to the estate of the deceased teacher.

In order to be eligible for the sick leave buyback, the teacher must retire within twelve months from the date in which he or she ceases to work for the Arlington Public Schools. Sick leave buyback is not available to employees who resign, but do not retire within twelve months from the date in which he or she ceases to work for the Arlington Public Schools.

4. B. Retirement Notice Incentive

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

5. Comp Time for Missed Prep Periods

Comp time for missed prep periods can be accumulated for up to 2 (two) days each year. These days may be taken in ½ day increments.

6. Children of Educators Who Do Not Reside in Arlington

The School Committee shall permit the enrollment of a school-age, nonresident child residing with his/her parent or guardian who is employed as a teacher (or other Unit A position) in the district. The following restrictions apply:

- a. There will be a limit of 20 students total allowed to enroll in the Arlington Public Schools under this Agreement. Priority for any new students enrolled under this Agreement shall be as follows:
  - i. i. Siblings of students currently enrolled
  - ii. ii. Seniority in the bargaining unit
- b. The child may be enrolled only at the beginning of a school year. Initial enrollment is subject to the availability of space in the particular grade level or program for which the student is otherwise eligible, as determined by the Superintendent, and is further subject to the teacher's submission of all registration information (such as immunization and other records) required of resident children who seek to enroll.

- c. Interested teachers will submit their request in writing to the President of the AEA and the Superintendent of Schools prior to the start of the school year with the following information: name of teacher, length of service in the Arlington Public Schools, grade the child/children will be entering in the fall, whether or not the teacher already has a child in this program, and if so, the child's grade and school.
- d. AEA members will be notified as soon as possible if a space is available, with a target date of August 1. The availability for Kindergarten admission may not be known until September 1. Notification of openings will proceed according to the criteria outlined in Section 1. The Human Resources Officer and the Association President will preside over the notification process to AEA members. Whenever possible, efforts will be made to keep siblings in the same school.
- e. The services to be provided to the student will be limited to those ordinarily delivered within the district's general education facilities. In the event the student requires a substantially separate special education program within or outside the general education classroom, the AEA member will be responsible for enrolling the child in his/her district of residence. In addition, a student who wishes to access a vocational program will do so in the district of residence.
- f. The teacher is responsible for payment of any user fees applicable to resident children and is further responsible for providing any and all transportation associated with the student's attendance in the district.
- g. In the event that the AEA member ceases to be employed by the district, the child's enrollment will be terminated. Students are also subject to suspension and/or expulsion in accordance with the district's policies relating to student conduct and discipline, with the understanding that the district will provide services for the student in another setting to the extent required by applicable law.
- h. The provisions of this section are not subject to the grievance and arbitration provision of this Agreement.

## **Article VII**

### **Superintendent's Advisory Board**

**A.** The Advisory Board will be an advisory body, drawing upon the professional capabilities and experience of all the teaching and counseling personnel of the Arlington Schools and providing two-way feedback on all educational matters including quality of life issues.

- B.** The Advisory Board will be composed of 15 members selected as follows:
1. One member of the Executive Board of the Arlington Education Association appointed by the President
  2. Fourteen members elected by those whom they represent, all of whom must be teachers in the Arlington Schools, distributed as follows:
    - a. One member from each (of the) elementary school, and one from the Preschool. No more than four of these members will be classroom teachers. Three will be selected from other staff areas including specialists, special education nursing, ELL etc.
    - b. Three members from the middle schools. No more than two of these members will be classroom teachers. At least one will be selected from other staff areas including specialists, special education, nursing, etc.
    - c. Three members from the high school. No more than two of these members will be classroom teachers. At least one will be selected from other staff areas including specialists, special education, nursing etc.
- C.** The Advisory Board will coordinate long-term projects, evaluate proposed courses of action, research specific problem areas, and conduct studies in depth. In the course of its action, for a particular task, it may set up committees outside its membership, but under its direction.
- D.** The Advisory Board will continue to exist for the life of the contract. Vacancies will be filled by election in accordance with Section B-2 and B-3 as they occur.

## **ARTICLE VIII**

### **Work Year, Work Hours, Workload**

- A.** Length of Work Year
1. Ten-month year: Personnel having a ten-month contract will work the calendar days established for members of Unit A under Article IX.
  2. Teachers will not be required to report for duty more than two days prior to the date set for the opening of school for pupils. Effective with the start of the 2013-2014 work year, the two teacher days prior to the date set for the opening of school for pupils will be the Wednesday and Thursday immediately prior to Labor Day. 50% of that time will be for preparation in the classroom.

3. New staff may be required to attend up to three days of “new teacher orientation” prior to the start of the school year. New teachers will not receive additional pay for attending this orientation. However, teachers other than new teachers who participate as mentors will be paid their regular hourly rate. No less than two hours will be set aside during this new teacher orientation for the Association.

**B. Length of Work Day**

1. The work day of classroom teachers will begin 15 minutes before the pupil's starting time.
2. All teachers at the Preschool shall provide 80 minutes per week outside of the regular school day in order to assist students, provide for the detention of students, or for parent conferences. The time and days will be mutually agreed to by the teacher and the principal. At the Middle Schools and High School teachers shall provide 60 minutes per week for this purpose as long as the Advisory is in place.

At the elementary level, teachers will provide 40 minutes per week for this purpose as long as the new (2015-2016) elementary schedule is in place.

3. The provisions of 2 above shall not apply to Friday, the day preceeding a holiday or vacation.
4. It is acknowledged that the hours for counselors, psychologists, and social workers may vary from the classroom teachers' scheduled day. In the rare situation when a reading or special education specialist may be needed to work during hours that vary from the contractual scheduled day, the Superintendent will notify the Association through its President. The Superintendent and the President will meet with the individual staff member to explain the changes needed. Any such agreement will be for one school year's duration, and may not automatically extend into another school year. The agreement will be in writing on a form mutually agreed to by the parties. Persons in these categories will work a program which is comparable to hours spent by regular staff, both in and out of the classroom.
5. Every effort will continue to be made by the principal in planning special school events and programs to provide daily equal planning periods for teachers. The intent is NOT to decrease elementary planning time.
6. Staff required to travel will have fifteen minutes clearly scheduled for travel in addition to their preparatory time and lunch.
7. Special education liaisons and special education therapists, including speech/language, occupational and physical therapists, shall be provided two (2) days within the regular school year for the purpose of writing reports, etc.

### C. Scheduled Day

Except in extraordinary or emergency situations authorized by the School Committee, the scheduled day for students and teachers shall be as follows:

1. Preschool
  - a. Four days a week: 8:30 – 2:30
  - b. One day a week: 8:30 – 2:30 (students dismissed at 11:30)
2. Elementary Schools
  - a. Four days a week: 8:10 – 2:30
  - b. One day a week: 8:10 – 3:00 (students dismissed at 1:00)
3. Middle Schools 8:00 a.m. to 2:26 p.m.
4. Senior High School 8:00 a.m. to 2:26 p.m.
5. The time schedules at the Middle and Senior High Schools are to provide flexibility and may be adjusted by the administration. Any adjustment shall not increase any individual's hours, nor eliminate any preparation periods, nor increase any teacher's work load. No teacher shall be required to work a split shift.
6. Elementary Conferences (Grades K-5)
  - a. There will be one formal conference per year. However, teachers in appropriate cases, as needed will schedule additional conferences.
  - b. Released Days for conferencing: Two half days (11:15 dismissal), one release day (at 1:00), and one evening conference time of no more than two hours.
  - c. A teacher will be responsible to make three attempts to contact parents.
  - d. Kindergarten teachers will be released for conferencing for three half-days in the fall starting at 11:15 a.m. Kindergarten teachers will have two days of screening in September before the Kindergarten students report to school. Additionally, Kindergarten teachers will be given three half days or their equivalent in the spring for a final yearend report to parents during which substitute teachers will be provided.
  - e. Preschool teachers will be given two scheduled, three hour, duty-free half days for conferencing in the winter and spring.
7. The School Committee and the Association recognize split classes are not educationally desirable. Although their elimination cannot be immediately



accomplished, the School Committee shall, as enrollments decrease, work toward their elimination.

8. The Superintendent will make an effort to keep teachers in no more than two schools. In the event that a teacher needs to travel to more than two schools, the teacher will be notified, if possible, by the Superintendent two weeks prior to the opening of the school year.

**D. Duty Free Lunch**

1. Preschool teachers will have a 30 minute duty-free lunch period.
2. Elementary teachers will have a 40 minute duty-free lunch period.
3. Middle and high school teachers will have a duty free lunch period of no less duration than the students' lunch period.
4. All school nurses will be on call during the regular lunch period. The school nurse will be on call for emergencies only during their scheduled lunch period and only at schools for which they are normally responsible. The lunch period "on call" nurse will be allowed 15 minutes travel time to drive to and from the nurse's other school.

**E. Pupil Load**

1. The Committee and the Association recognize that the pupil-teacher ratio is an important aspect of an effective educational program. Therefore, they agree that the class sizes or pupil load set forth below are desirable standards for the maximum number of pupils per teacher or counselor.
  - a. Kindergarten classes - 25
  - b. Kindergarten teaching assistants: It is desirable to provide a full time teaching assistant to Kindergarten classes of 20 students or more.
    - a. (The Administration in determining Kindergarten class size, and the need for full time teaching assistants, will consider the number of children with special needs and the nature of such needs.)
  - c. Regular classes in elementary schools – 25
  - d. Combined totals in teacher's regular classes in secondary schools (based on a five-day week)
    1. Classes in other than English - 125
    2. English classes – 100
  - e. Guidance Counselors will not be assigned more than 300 students. This assignment should take into consideration other assigned duties.

- f. The presence of students on Individual Education Plans will be considered in all class size decisions. Further, the inclusion of special education students requires different additional appropriate supports as determined by the DOE.
2. The foregoing standards are subject to modification for educational purposes such as avoidance of split-grade classes or half-classes, or for specialized or experimental instruction.
3. Once per year by October 1, the Superintendent (of Schools) will notify the Association of any extraordinary circumstances that warrant any exceptions to the above standard. The Superintendent will meet and discuss with AEA alternatives to these proposed exceptions.
4. No teacher with professional status who is a member of the bargaining unit will be laid off from any discipline as defined in Article XXVIII, if such layoff results in ten percent of kindergarten or elementary classes exceeding the numbers in 1a and b above, or ten percent of the teachers in a discipline defined in Article XXVIII having a pupil load in excess of the loads set forth in 1c-1 and 1c-2 above.

**F. Workload for Secondary Teachers**

1. The teaching loads at the middle and high school will be as follows:

- a. English teachers: four periods per day (20 per week)

Subjects other than English: five periods per day (25 per week)

If the above limitations result in inequities among the staff, either party may reopen the contract for the sole purpose of resolving the inequity. Effective August 31, 2006 English teachers may be assigned five periods per day.

- b. Advisory Period at the Middle Schools and AHS

**Purpose of Advisory Program**

Create and foster connections between teachers and students. Provide a consistent conduit for communication with students. Create and foster positive school climate and culture.

Teachers will not be evaluated on the Advisory period under Standards I, II or III of the Evaluation language.

**Role of the Teacher**

The role of the teacher during the Advisory period is to facilitate activities that are in alignment with the stated purpose of the Advisory (above).

Activity plans and all materials necessary to conduct the activities will be provided to teachers a minimum of one week in advance of the Advisory.

### **Professional Development and Training for Advisory**

Professional development for Advisory will be provided prior to the first Advisory period of the year. A minimum of one additional professional development session will be held during the year to continue the training and to solicit feedback from teachers as to how Advisory is going. Additional trainings will be provided as determined by the Advisory Committee, in consultation with the principal. Staff at each building may request additional training as needed. These requests should go to both the coordinator/chair of the Advisory Committee and the principal in the building.

### **Role and composition of the Advisory Committee at each school:**

- Each committee will include a chair/coordinator position.
- Each committee will include a minimum of three teachers appointed by the principal.
- Committee members will receive a stipend to be negotiated by the AEA and the Arlington School Committee once the scope of the work has been determined.
- The Advisory Committee will ensure that the activities proposed meet the stated purpose of the Advisory.
- The Advisory Committee will seek input from a representative group of students on an ongoing basis.
- The Advisory Committee will work with the principal to gather student and teacher feedback on the Advisory program at least twice a year.
- Frequency:
  - AHS - once a week for 24 minutes (Thursday "X" block)
  - OMS - once a week for 30 minutes
- Planning Time: Teachers will have required after school time reduced from 80 to 60 minutes weekly to give teachers sufficient time to review the activities.

The number of supervisory assignments will be two directed study periods/corridor duty per week for teachers of subjects other than English and four per week for teachers of English unless English teachers are assigned five periods. When a teacher supervises an Advisory period, it will count as one supervisory duty under the contract. In addition, teachers at the high school who are assigned a supervisory duty during the Tuesday "X" block will be credited with a half supervisory duty.

- c. In the event that the Superintendent determines that an additional supervisory assignment is needed, the Superintendent will promptly notify the Association in writing. To the extent practicable and possible, such third supervisory assignment, when needed, will be made in reverse order of seniority, on a rotating basis, among otherwise unassigned teachers. Seniority for this purpose will be system based, not discipline based.

- d. As long as the Advisory program is in place as described herein, section "c" will cease to be in effect.

**G. Workload for Elementary Teachers**

1. (Personnel in Unit A) Teachers will, in addition to a duty-free lunch period have a daily preparation period.
2. The School Committee will arrange a schedule to guarantee 40 minutes per day preparation time for all Pre K - 5 teachers.
3. Art and Music Specialists will have a classroom, if available (\*\*), for the purpose of teaching and storage of materials. Art teachers will teach 6 periods on a 2:30 day, and 4 periods on a 1:00 day. Music and PE teachers will teach 7 periods on a 2:30 day and 5 periods on a 1:00 day.
4. Specialist teachers will be given 30 minutes for travel time between buildings.
5. Teachers will be given compensatory time for lost preparation time.

**H. Meetings**

1. Preschool, Middle Schools, and High School:

The District will establish an annual schedule of meetings. This schedule shall be given to all staff at the beginning of every school year. Teachers may be required to remain after the end of the regular work day to attend meetings which start no later than 2:45 PM, without additional compensation. There shall be no more than three regular meetings each month, emergency meetings excluded. One of the three meetings may be up to one hour and fifteen minutes, the other two will be limited to 60 minutes. Meetings include, but are not limited to, system wide, building, grade level, departmental and professional development meetings. Upon request of the Association, sufficient time will be provided during these meetings with the principal or house dean to discuss teacher concerns.

2. Elementary:

All meetings will occur between 1:15 and 3:00 on the early release day. See Appendix for meeting type definitions. A schedule of meetings will be reviewed and agreed upon by the Association and the School Committee by the end of the school year for the following school year.

A minimum of 25 hours of the total meeting time per school year shall be devoted to teacher common planning time. A minimum of 150 minutes of the total meeting time shall be devoted to the educator evaluation system and a minimum of 150 minutes of the total meeting time shall be devoted to work related to completing progress reports. Teachers shall be in charge of setting the agenda during the common planning time, educator evaluation, and progress report meetings. The remainder of the total meeting time will be set aside for data

meetings (the agenda will be jointly planned with principals, curriculum leaders, and teachers), building meetings (the agenda will be set by the principal), and content area meetings (the agenda will be set by curriculum leaders in consultation with the Assistant Superintendent). Content area meetings will begin at 1:30 when teachers have to travel to a central location. All meetings, with the exception of content meetings, will be of 50 minutes duration. The definition of meeting types is attached in Appendix K.

3. The Association recognizes that there may be circumstances requiring emergency faculty meetings on short notice, in which even the Association waives the 48-hour notice and agenda requirements under Paragraph H-1. All teachers shall attend such meetings.
4. Teachers may be required to attend three (3) evening meetings each year. No school week shall have more than one required evening meeting. No required evening meeting shall be longer than two hours. At least one evening meeting shall be for the purpose of parent conferences. The schedule for evening parent meetings will be set and communicated to teachers by the beginning of the school year. Attendance at all other evening meetings will be at the option of the individual teacher.
5. An effort will be made to publish and distribute a monthly schedule of staff and other meetings as well as Association activities to every building prior to each month, beginning with October. This does not preclude other meetings being called.

**I. General**

1. In order that teachers receive preparation time, the School Committee shall make every effort to secure substitutes for absent teachers.
2. When students with an IEP are included in regular classrooms, the district will identify students on IEPs and will provide teachers access to the IEP.

**J.** The following is a statement of educational philosophy only and as such its terms shall not be subject to the grievance and arbitration provisions of this agreement.

Students placed in a regular education environment to conform with handicapped, mandated least restrictive environment (LRE) requirements or other similarly directed measures deserve an appropriate classroom learning environment along with all other students. Further, teachers will be provided an environment conducive to effective performance, in order to fulfill their assigned duties.

The following provisions may be adhered to in achieving this environment:

- a. In all cases related to implementation, teachers may be provided pre-placement decision-making participation specifically designed to determine

the appropriate learning strategy in each case. Decision-making may minimally include the areas of student placement, resources and consultations, training needs, student discipline, student assessment to evaluate current placement and similar matters of a related nature.

- b. Prior to student placement for LRE programs, appropriate training may be provided to any personnel requesting such training.
- c. Class size may be adjusted downward in all-inclusive education classrooms in order to accommodate increased individualized attention for all students. Inclusion students may be counted prior to open enrollment being considered as an option in any class/school. Maximum class sizes and consultative loads may not exceed the standards adopted as maximums by the Massachusetts Board of Education. Further, the distribution of students with I. E. P.'s to regular classrooms must be equitable.
- d. All appropriate and necessary equipment and resources will be available to teachers prior to the placement of students. Additional needs identified while in the program may also be provided to enhance placement validity and effectiveness.
- e. Employees involved in the physical transportation of handicapped students will be provided assistance.
- f. No staff may be displaced, reassigned or transferred due to the initiation of program changes to accommodate inclusion, except by mutual agreement of the Association, representing the affected staff person, and the administration, in full compliance with the applicable terms and conditions of the Contract.
- g. Any staff losing his position due to his assignment being eliminated because of implementation of Inclusive Education Programs may be offered a position of like nature, including maintaining all rights, benefits and compensation.

**K. Health and Safety**

The Employer will provide a safe and healthful environment. Upon request, the Employer will provide the Association information concerning the health and safety of the staff and the students.

**L. Mentoring**

Mentors must have two complete years of experience in the Arlington School System.

## **ARTICLE IX**

### **School Calendar**

The Association shall consult with the Superintendent in the preparation of the annual school calendar. Any disagreement concerning the annual school calendar will be submitted by the parties to the School Committee, whose decision will be final and binding and will not be subject to the grievance and arbitration procedure under this Agreement.

The school calendar will provide for 185 student days and 188 teacher days. However, the actual days utilized will be 180 student days and 183 teacher days. The three days in excess of the students' time of 180 days will be used as follows:

#### **First Day**

- Morning: central office meeting for all staff followed by building-based principal meetings
- Afternoon: classroom preparation

#### **Second Day**

- Morning: district-wide professional development (district or building based)
- Afternoon: classroom preparation

#### **Third Day**

- Middle of the school year for professional development

## **ARTICLE X**

### **Non-Teaching Duties**

The Committee and the Association acknowledge that the teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to that end.

Teachers will not be required to collect money from students for non-educational purposes except to the extent as is now the practice. In applying this provision, it is the intent of the parties that monies currently collected will continue to be collected, but that no additional funds will be added. To aid in the collection of milk monies, teachers will be provided with a standard list of students and will transmit the monies collected to the Principal without responsibilities for specific amount collected.

Teachers will not be required to drive pupils to activities which take place away from the school building.

The Association and Committee agree to consult with one another regarding any problems either party may identify in the functioning of the elementary school lunch program.

A computer system will be utilized to assist teachers in the preparation of the official register. Teachers are required to gather daily attendance information, to report such information to the office.

When a teacher moves to a new building or new location within a building, upon written request, the Committee will arrange for the teacher's materials to be moved. If a teacher is asked to move classrooms and must pack school materials and supplies, the following shall apply:

**A.** Teachers who have been told that they need to change rooms will be given adequate time to pack and move their materials and supplies and throw away old materials. Each such teacher will be compensated at his/her per diem rate for such teacher's work day for each requested room move.

**B.** Teachers are not expected to move boxes, furniture or other equipment and should use reasonable caution in the packing process to avoid injury.

**C.** Payment for moving will be made within 30 calendar days from the date when they moved into the new classroom.

## **ARTICLE XI**

### **Teaching Assignments**

**A.** Teachers with one year or more in the Arlington School system will be notified in writing of changes in school and/or department for the coming school year, not later than June 20<sup>th</sup> except in circumstances beyond the control of the School Committee.

**B.** In order to assure that pupils are taught by teachers working within their area of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

**C.** Good educational practice requires that teachers be assigned to teaching grades or subjects of their preference, if they have competence in these areas. To the extent possible such preference will be honored.

**D.** Although the Committee and the Association recognize that some transfer of teachers from one school to another is sometimes necessary and unavoidable, they also recognize that frequent transfer of the same teacher is disruptive of the educational process. Therefore they agree as follows:



In making transfers, the convenience and wishes of the individual teachers will be honored to the extent that these do not conflict with the best interests of the school system and the pupils as determined by the Superintendent.

Involuntary transfers will be permitted (after notices as provided in paragraph A) as long as the following procedures are followed:

1. Notice shall be posted to seek qualified volunteers who will be transferred if it does not conflict with the best interests of the school system.
  2. If there are no qualified volunteers or the transfer of such volunteers conflicts with the best interest of the school system, involuntary transfers shall be made only after giving due weight to seniority, qualifications, and other relevant factors.
  3. A teacher being notified of an involuntary transfer may, at his or her option, take a leave of absence for one or two years.
  4. An involuntarily transferred teacher may elect to return to his or her former school/department if a vacancy for which said teacher is qualified occurs subsequent to the involuntary transfer, but prior to June 1 of the following school year. Such transfer will be effective on the next following September 1, and will not be allowed if it will result in the involuntary transfer of other bargaining unit members.
  5. In case of involuntary transfers, a meeting will be held as soon as possible, between the teacher involved and the Superintendent or his/her designee. It is recognized that such a meeting cannot be held before the transfer during the summer period or in cases involving long-term illnesses or emergencies of a compelling nature.
  6. No teacher will be involuntarily transferred for punitive reasons.
  7. Reassignments within buildings will not occur until involuntary transferred teachers are first offered the position.
- E.** Teachers desiring to transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests may be submitted by a teacher at any time. Such request will remain on file until the teacher asks that it be rescinded. The reasons for the denial of a transfer request will be given if requested by the teacher. Notice of transfer will be given to teachers as soon as feasible.
- F.** In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedule as soon as practicable.
- G.** Teachers assignments will be made without regard to race, creed, color, religion nationality, gender, marital status or sexual preference.

**H. Nurses**

1. Nurses shall be notified as soon as practicable about any change in assignment.
2. A nurse whose school assignment consists of a combination of senior or middle schools and elementary schools will have time arranged proportionately by the supervisor of the nursing department.
3. The Supervisor of Nurses shall be consulted regarding the assignment of all personnel in the Health Services Department.
4. No nurse shall be assigned to more than two schools, wherever practicable.
5. Whenever practicable, a substitute nurse shall be obtained when a regular nurse is out sick or for other reasons unable to cover her appointed schedule.

**I. On Loan refers to only those teachers whose names appear on the riffed list.**

1. On loan will be restricted on one year as per agreement, July, 1984. If these people are riffed again, the same options are presented to them for choosing to continue on loan in the next school year if an opening exists, or choosing to be recalled permanently for any position for which they are certified where an opening exists.
2. Any teacher whose name does not appear on the riffed list be referred to as being a temporary transfer in a new department.
3. Non-riffed, non-professional status teachers may apply (by April 1<sup>st</sup> as per Article XI of the Contract) to be placed for one year in a temporary transfer. This temporary transfer may be extended for one additional year. In the above situations, these teachers are treated for purposes of RIF, recall, and transfer as if they never left their original position.

The order of consideration shall be:

- a. Professional status displaced (involuntarily transferred) teachers by seniority in their discipline (by seniority list placement).
- b. Professional status displaced (involuntarily transferred) teachers by seniority who have certification areas other than their seniority list to posted positions in other disciplines.
- c. Professional status permanent voluntary transfers.
- d. Professional status temporary transfers.
- e. Professional status RIFFED teachers by seniority in their discipline.
- f. Professional status RIFFED teachers by seniority who have certification in areas other than their seniority list to posted positions in other disciplines.

## **ARTICLE XII**

### **Vacancies and Promotions**

**A.** All vacancies in present positions, including but not limited to administrative positions, grant positions and extracurricular positions, will be posted for 15 days in each building by the Superintendent. Written notice of any such vacancy will be given to the Association and one building representative per school and posted on the Committee's website. Whenever a vacancy occurs, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. A disagreement over the necessity for change will be subject to the grievance and arbitration procedures set forth in this Agreement. No vacancy will be filled nor will the process to fill the vacancy begin until the completion of the 15 day posting period.

**B.** All teachers will be given adequate opportunity to make application for such positions, and the Committee agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and all other relevant factors.

**C.** In the event that an outside contractor is needed to provide consultation to staff or direct services to students, such positions will first be posted for a minimum of ten days and members of the bargaining unit who apply and are qualified will be given due consideration.

**D.** Appointments will be made without regard to race, color, creed, religion, nationality, gender, marital status or sexual preference.

**E.** Any screening committee established by the School Committee, pursuant to an administrative position vacancy, shall include at least two teachers elected by their colleagues within the affected building/department/house.

**F.** The Association recognizes the right of the Superintendent to develop complete job descriptions and to publish these descriptions in a Teacher Handbook, job posting, or other appropriate places. Job descriptions may not be in conflict with the expressed terms of this Agreement.

**G.** The Association will be provided the opportunity to review any existing job descriptions, and the Association will also be provided ample opportunity for the input on any new job descriptions. Copies of all job descriptions/postings shall be maintained in a file in the Superintendent's office and shall be available for review.

## **ARTICLE XIII**

### **Association Rights**

**A.** The Association and its representatives shall have the right to use the school building facilities at all reasonable hours for meetings without charges, provided that when special custodial service is required, the Committee may make reasonable charges as provided for in the Building Use Policies. The principal may designate a suitable and adequate place if there would be a conflict with other scheduled activities.

**B.** Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

**C.** The Committee agrees to provide printing shop and data processing services to the Association and permit the Association to use school equipment under the usual Building Use Policies, as long as it does not interfere with the regular operation of the school programs. Such services shall be paid for in full by the Association at the rates established by the Committee.

**D.** The Association shall have exclusive right as a teacher organization to post notices of activities and matters of Association concern on teacher bulletin boards. At least a portion of one or more bulletin boards shall be provided in each building solely for that purpose. Such communications to employees shall be posted only on the bulletin board so designated. The Association shall have the exclusive right as a teacher organization for the use of teacher mailboxes for communications to teachers. Any communication posted on a bulletin board, sent through the schools means of communication, or placed in employee boxes by the Association, shall have proper identification of the Association. Except for the Association's elections, political campaign literature shall not be posted on school bulletin boards or distributed through school mails by the Association or any of its members, nor shall school facilities or equipment be used in any manner for political purposes by the Association, unless approved by the Superintendent. All sections of this Article shall apply to both buildings and central office and to persons working where regular mailboxes do not exist.

**E.** The Committee agrees to furnish the Association, on request, with all available information concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, register of certified personnel, preliminary budget requirements and allocations, agenda and minutes of all Committee meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of teachers, together with information which may be necessary for the Association to process any grievance or complaint. Nothing contained

in the above shall be construed to require that the Committee provide such information in any form other than it would normally be provided to the Committee.

**F.** The teacher who is elected president of the Association shall be released from a portion of classroom responsibilities, a minimum of four-tenths assignment each day, to fulfill responsibilities to the Association and to the district.

**G.** The president of the Association will provide the Superintendent with a list of all days/dates of Association committee meetings and a listing of the members of the Association on such committees. The Superintendent will notify appropriate school administrators of those approved days and dates.

**H.** Any teacher engaged in a formal meeting where the teacher's attendance is required in negotiating on behalf of the Association with any representative of the Committee or participating in any professional grievance procedure shall be released from regular duties without loss of salary.

## **ARTICLE XIV**

### **Sick Leave**

**A.** Teachers will be entitled to 15 sick leave days each school year as of the first official day of said school year. Teachers on the following types of leaves on the first official day of school will have a prorated amount of sick days credited upon their return: Education Leave, Sabbatical Leave, or other extended leave of absence that is not maternity leave, FMLA, jury duty, or military duty. Sick days will be prorated using a factor of 1.5 days per month. Teachers who begin employment after the beginning of a school year will begin with a prorated amount of sick days using the same calculation. Teachers who are on leave for an entire school year will be credited with no sick days for that year. Sick leave may be accumulated from year to year with no limit.

**B.** In addition to personal illness or injury, sick leave may be utilized for the following purposes:

1. Two days when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care, and the Committee may extend this at its discretion. Immediately after the teacher's return, a written statement explaining the circumstances of the emergency shall be submitted to the Superintendent (of Schools) for his/her approval.
2. Any other reason approved by the Committee.

C. The sick leave bank established in September, 1972, for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have a serious illness, shall be continued.

Every teacher must deposit one day in the sick leave bank. Every newly employed teacher will deposit one day in the sick leave bank as of his/her first day of employment in the Arlington Public Schools.

The bank shall be maintained at a minimum of one day per professional staff member after the first year of maintenance. A maximum shall be two per professional staff member.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed 30 days.

Upon completion of the 30 day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

The sick leave bank shall be administered by a sick leave bank committee consisting of five members, two members shall be designated by the (School) Committee to serve at its discretion and three members shall be designated by the Association. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. 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 additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the teacher's annual 15 days of 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.

## **ARTICLE XV**

### **Temporary Absence**

**A.** Teachers will be entitled to the following temporary absences with pay each school year:

1. Two days absence for personal, legal, business, household, or family matters which require absence during school. Personal days are granted prior to and following the close of school for school vacations or holidays at the discretion of the Superintendent. Teachers taking personal days shall make the statement that reads "The leave is being taken pursuant to Article XV, Section A1". Statement by the teacher that leave is being taken pursuant to this Article and Section shall suffice. If a teacher does not use all of the personal days provided for in this Section A.1 during the work year, the unused personal days shall convert to sick days in the following work year.
2. At least two days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, at the discretion of the Principal and the Superintendent or Assistant Superintendent.
3. Time necessary for Association representatives to attend Massachusetts Teachers' Association and/or National Education Association conferences and conventions, at the discretion of the Superintendent; currently the limit is set at two days.
4. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the system, or in any other legal proceeding if the teacher is required by law to attend, at the discretion of the Superintendent. This section does not include legal proceedings in which a teacher has brought a job-related action against the School Committee, its members, or against any employee of the Arlington School Committee.
5. Up to five days at one time in the event of death or serious illness requiring bedside or household attention by the teacher of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandchild, or other member of his/her traditional or non-traditional family with a cap of fifteen days annually. From six to 15 days a doctor's letter confirming the serious illness will be required, with no deduction from sick leave. After the 15 days have been reached annually, then additional days will be deducted from the teacher's accumulated sick leave. Teachers will be granted one day in the event of the death of a teacher's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece, or nephew, unless said relative is a member of the immediate household, in which event the teacher will be entitled to the aforesaid five days. With respect to those on the one day category, if it is necessary for a teacher to be

absent in excess of one day to attend a funeral out of state, up to two additional days will be granted.

6. A maximum of ten days per school year for persons called into temporary active duty of any unit of the U. S. Reserves or of the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
7. The policy of allowing absences for purposes of religious observance will continue.
8. Absences taken pursuant to Section A above, with the exception of paragraph A-1, will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his own substitute.
9. Written application to, and approval by, the Superintendent for absences under this Article will be made normally as far in advance as possible, and at least 48 hours before taking such absence, except in the case of emergencies. Paragraphs #5 and #7 are excluded from this provision.

## **ARTICLE XVI**

### **Extended Leaves**

**A.** The Committee agrees that one teacher designated by the Association will, upon request, be granted a leave of absence for one year without pay for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary scale at the level he would have achieved if he had not been absent. At the discretion of the Committee, such leave can be renewed.

**B.** At the discretion of the Superintendent, a leave of absence without pay of up to two years may be granted to any teacher who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he were actively employed by the District during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

**C.** The Committee will comply with the provisions of the Family and Medical Leave Act.

**D.** Maternity Leave of Absence

1. A teacher who has worked in the school district for at least 90 calendar days is eligible for maternity leave. An eligible teacher who is seeking a maternity leave shall notify the Superintendent, in writing, as soon as possible and shall request a



leave of absence, specifying the dates requested for the beginning and end of the leave. The notification shall be provided as far in advance as possible, but at least two (2) weeks before the leave is anticipated to begin. The purpose of such notification is to provide the administration as much opportunity as possible to make suitable arrangements for continuity with respect to the teacher's assignments.

2. In accordance with the Massachusetts Maternity Leave Act (MMLA), a maternity leave of absence shall be eight weeks, commencing at the time of the child's birth and continuing for up to eight consecutive weeks, including holidays, vacation weeks, and weeks that include no school days.
3. In general, the teacher shall be paid for each work day during her eight weeks of maternity leave, and these days are deducted from her sick time, assuming she has sufficient sick time available. If the teacher does not have sufficient sick time available, the balance of the maternity leave will be unpaid.
4. Teachers who experience health issues related to the pregnancy or childbirth, either prior to or following the birth of the child that require the teacher to be absent from work may use accrued sick time. Such teacher must provide adequate medical documentation.
5. Family and Medical Leave Act (FMLA). The FMLA is a federal law that allows an eligible employee to take up to 12 weeks of unpaid leave to care for a newborn or newly adopted child within the first year following the birth or adoption of the child. The first eight weeks of FMLA run concurrently with the eight weeks of maternity leave allowed under MMLA. An employee who has taken eight weeks of MMLA may elect to take an additional four weeks of unpaid leave under FMLA.
  - a. During the unpaid portion of FMLA, the School Committee will maintain the employee's existing health insurance, dental insurance and other benefits. The employee will continue to be responsible for the employee's percentage of the health insurance and other insurance premiums.
6. In accordance with the FMLA, the Superintendent may require that a teacher remain on leave until the conclusion of the school year if the termination of the leave of absence falls within the last three weeks of the school year.
  - a. If the Superintendent requires the employee to remain on leave, the time is unpaid but the School Committee will maintain the employee's existing health insurance, dental insurance and other benefits. The employee will continue to

be responsible for the employee's percentage of the health and dental insurance premiums.

7. If a teacher wishes to extend her leave beyond the period covered by MMLA and FMLA, she must notify the Superintendent two weeks prior to her previously stated intention to return. The Superintendent will grant extensions of leave for up to a total of two consecutive school years. This extended leave will be unpaid. The teacher may be eligible for COBRA continuation benefits.
  8. By March 1 of the year in which the teacher's extended leave ends, the teacher must notify the Superintendent in writing of her intention to return for the following school year.
- E. A leave of absence without pay increment of up to one year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent.
- F. The Superintendent will grant a leave of absence without pay or increment to any teacher to campaign for, or serve in, a public office for the length of one term not to exceed six years.
- G. After five years' continuous employment in the Arlington School System, a teacher may be granted a leave of absence without pay for up to one year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- H. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay or increment for such time as is necessary for complete recovery from such illness.
- I. Other leaves of absence without pay or increment may be granted by the Superintendent.
- J. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and he will be assigned to a position where he best meets the needs of the school system.
- K. All requests for extension or renewal of leaves shall be submitted in writing. The Superintendent reserves the exclusive right to grant such requests. A teacher's entitlement to his prior position upon return from such extension or renewal will be arranged on an individual basis.

**L.** A teacher who works at least one-half of the work year in which a leave of absence is taken shall receive credit for that year for the purpose of placement on the salary schedule.

**M.** A teacher on leave under this Article shall notify the Superintendent in writing by March 1 of the year in which the leave ends, of the teacher's intention to return.

**N.** Any person currently in the bargaining unit who accepts an administrative position in the Arlington Public Schools, and who requests a year's leave of absence, will be granted this leave by the Superintendent. All other provisions of Article XVI apply.

**O.** Any request for a leave of absence must be submitted by February 1 of the year preceding the leave of absence except in an emergency situation or other unusual circumstance.

## **ARTICLE XVII**

### **Sabbatical Leaves**

Upon recommendation by the Superintendent (of Schools), sabbatical leaves may be granted for study or travel to a member of the teaching staff by the Committee, subject to the following conditions:

1. No more than two members of the teaching staff will be absent on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent (of Schools) in writing in such form as may be required by the Superintendent (of Schools) no later than December 31, and action must be taken on all such requests no later than April 1, of the school year preceding the year for which the sabbatical leave is requested.
3. The teacher has completed at least seven consecutive full school years of service in the Arlington School System.
4. Sabbatical pay equals one half of a teacher's current annual base pay. Teachers on a full year sabbatical leave will receive one half of a year's pay. Teachers on a half-year sabbatical leave will receive their full pay for the time worked in addition to sabbatical pay.
5. The teacher will agree in writing to return to employment in the Arlington School System for one year for a semester's leave or two years for a year's leave. Otherwise, the teacher must repay in full all monies received, or as otherwise decided by the Committee.

**ARTICLE XVIII**  
**Professional Development and Educational Improvement**

**A.** For teachers hired prior to January 1, 1991, the Committee will reimburse in full the cost of tuition up to 12 credits per year for courses taken at accredited colleges, universities, or professional training schools, provided the teacher is accepted by the institution as a candidate for a Master's program, and approved in advance by the Superintendent (of Schools). Holders of a Master's degree or higher may be reimbursed as above for courses taken in an accredited institution and not in a degree program, but with prior approval of the Superintendent (of Schools). For professional status teachers hired initially after January 1, 1991, course reimbursement will be limited to the average per semester hour credit at the state college-university level. The average state tuition calculation will be posted each year.

Reimbursement to a teacher will not be made later than one year after the course has been completed, and sooner, if possible, depending upon the availability of funds. No such reimbursement will be made for courses while on sabbatical leave. When a course is offered by the school district and/or is paid for by the school district during the work day, there is no reimbursement if the teacher elects to pay for credits for that course.

**B.** The Committee will pay the reasonable expenses (including fees, meals, lodgings, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, other professional improvement sessions at the request and/or with the advance approval of their principal or immediate superior, and with the approval of the Superintendent, and provided there are sufficient funds in the budget.

**C.** Upon the submission of documentation, the (School) Committee will reimburse the teacher up to \$100 for the cost of recertification/relicensure.

**D.** Teachers with a Bachelor's degree should within one year after attaining professional teacher status, enroll in a Master's degree program approved by the Superintendent.

**E.** The distribution of course vouchers shall be as follows:

1. To the cooperating teacher, who may use the voucher or be allowed to transfer the voucher to whomever they wish.
2. To a cooperating teacher who did not use his/her own voucher, to be used within the following semesters.
3. All available vouchers shall be advertised by the Superintendent.
4. The Superintendent shall insure an equitable distribution of vouchers.

F. All PDPs issued by the School Department must be issued within 60 days of submission of data to the Superintendent's office.

G. In-service credits – The Committee will offer training to the teachers that will equal no fewer than six in-service credits per year.

## **ARTICLE XIX**

### **Legal Assistance**

A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to their immediate supervisor and the Superintendent in writing.

B. This report will be forwarded to the Committee, which will comply with any reasonable request from the teacher for information in its possession, relating to the incident or the persons involved, and will act in appropriate ways as liaison among the teacher, the police, and the courts.

C. If criminal or civil proceedings are brought against a teacher alleging that the teacher committed an assault within the scope of the teacher's employment, the Committee, to the extent permitted by law, will furnish legal counsel to defend the teacher in such proceeding if the teacher requests such assistance. The rights of a teacher to indemnification in certain actions and claims, and to legal assistance will be governed by General Laws, Chapter 258, Section 2.

## **ARTICLE XX**

### **Personal Injury Benefits**

A. Whenever a teacher is absent from school as a result of a personal injury caused by an accident or an assault occurring within the scope of his employment, he will be paid his full salary (less the amount of any workman's compensation award made for temporary disability due to said injury) for the period of such absence, so long as he has sick leave which can be charged on a pro-rata basis to make up the difference between full salary and the workman's compensation benefits available.

B. The Committee will make every effort to reimburse teachers for:

1. Any clothing or other articles of personal adornment or educational equipment or material (authorized in writing by the immediate supervisor to be used) which is damaged or destroyed while acting within the scope of his employment, not to exceed the cost of \$300. Within the limits set forth above, there is the intent to make the party whole for the replacement value of the article specified. In the

event any losses covered by this section are also covered by insurance, the insurance money will first be applied to cover the replacement value and any deficiency or deductible on the insurance premium will then be covered by this section.

2. The cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained within the scope of his employment.

## **ARTICLE XXI**

### **Insurance and Annuity Plan**

- A. A health insurance plan will be provided by the employer. Details of the plan can be found in Appendix D.
- B. The Committee will provide to each teacher a \$5,000 term life insurance plan of the type presently available to teachers.
- C. In order to provide a non-forfeitable tax sheltered annuity payable on retirement or termination of employment, a teacher may contract with the Committee pursuant to Section 37 (b) of Chapter 71 of the General Laws of Massachusetts for purchase of such annuity as part of his or her employment compensation. The Arlington School Committee shall not be responsible for the payroll purchase of more than one annuity per person. Enrollment in a tax sheltered annuity plan shall be accomplished annually between September 1 and October 15.
- D. The (School) Committee will continue to offer a Section 125 plan (of the IRS Code).
- E. Unit members may participate, at their own expense, in the Town's Dental Plan. The plan is subject to the limitations outlined in Appendix D.

## **ARTICLE XXII**

### **Association Security**

- A. Effective September 1985, any teacher who is not a member of the Association in good standing or who does not make application for membership in the Association within 30 days following the ratification of this Agreement, whichever is later, shall as a condition of continued employment pay as an Agency Fee to the Association an amount equal to the current dues of the Arlington Education Association, the Massachusetts Teachers' Association, and the National Education Association, provided however, that the teacher may authorize payroll deductions for such Agency Fee in accordance with Section C of this Article.

In the event that a teacher does not pay said Agency Fee directly to the Association or authorize payment through payroll deduction, the Committee shall

immediately cause the termination of employment of such teacher, pursuant to Chapter 71, S42 of the Massachusetts' General Laws. The parties expressly recognize that the failure of any teacher to comply with the provisions of the Article is just and reasonable cause for discharge from employment.

**B.** There shall be no reprisal of any kind taken against any member of the Association because of his membership in the Association or participation in its activities. There will be no reprisal of any kind taken against any teacher by the Association because of his lack of membership and/or participation in Association activities.

**C.** The Committee agrees to deduct from the salaries of its employees dues for the Arlington Education Association, the Massachusetts Teachers' Association, and the National Education Association as teachers individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to the treasurer of the Arlington Education Association. Teacher authorization shall be in writing on a form provided by the Association and shall be deemed valid until said teacher presents written notification to the Committee, 60 days in advance of September 19 of his intent to discontinue such authorization. Said deductions shall be made in equal installments from salary payments made between November 1 and June 30.

**D.** Each of the Associations named in Section C above will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee 30 days' written notice prior to the effective date of such change.

**E.** No later than November 1 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues of the Association named in Section C above.

**F.** The Committee, upon request, and at its discretion, will provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this agreement.

**G.** The (School) Committee shall grant 40% release time per school year to the President of the Association during his/her term in office. The School Committee and the Association shall share the costs equally for the release time of the president's base salary.

H. The Committee will endeavor to provide the Association President with the following information for new employees within ten business days: the name of each individual who has accepted employment in a position in the bargaining unit, the individual's anticipated work location, job title, placement on the salary scale, anticipated start date, home address, and if known, phone number, and personal e-mail address.

I. If the Records Access Officer (RAO) receives a public records request for the personal contact information of multiple bargaining unit members from any third party, the RAO shall share such a 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 arbitration.

### **ARTICLE XXIII**

#### **Curriculum and Textbooks**

A. The Committee subscribes to the principle that teacher involvement in the development, implementation, and reassessment of curriculum and educational programs is a prime necessity in order to provide the best possible programs for the children of Arlington. To this end, teachers will participate in the development, implementation, and reassessment of new and existing curriculum and educational programs.

B. The Chairman of a Department may recommend a textbook change or select a new textbook after consulting with members of the department.

C. The Elementary School Principal shall consult with the appropriate staff of the school before a textbook is finally selected.

D. The Assistant Superintendents may be consulted by personnel in Unit A about the selection of textbooks.

E. The Committee recognizes the need for appropriate instructional materials and supplies, including textbooks, in order to fully implement the required curriculum.

### **ARTICLE XXIV**

#### **Save and Separability**

Should any part of this Agreement or any portion thereof, as herein contained, be rendered or declared illegal, legally invalid, or unenforceable by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion shall not invalidate the remaining parts or portions thereof. In the event of such occurrence, the parties agree to meet immediately, and, if possible, negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts or portions shall remain in full force and effect.



## **ARTICLE XXV**

### **General**

- A.** Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof outside of the classroom will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- B.** The Association will be provided with copies of approved minutes of official Committee meetings and all other printed materials of a public nature that are distributed to Committee members at official meetings as soon as possible after such meetings. A copy of the official agenda of the meetings, and any attached documents of a public nature will be given to the Association prior to said meetings.
- C.** The Association will assume responsibility for printing copies of this Agreement. The number of copies printed shall be equal to the present number of Unit A staff, plus 200, of which 100 copies will be for the Committee and 100 will be for the Association. The cost of such printing shall be equally shared by the parties.
- D.** The School Committee and the School Administration will not take disciplinary action or any other form of administrative reprisal or discrimination with regard to professional teacher status or conditions of employment because of conduct related to the collective bargaining dispute which preceded the settlement of the 1979-1982 Agreement.
- E.** There shall be no prosecution by either the Committee or the Association of any lawsuit or administrative proceeding, whether new or pending, arising out of the collective bargaining dispute which preceded the settlement of the 1984-1987 Agreement. Both the Committee and the Association will withdraw any pending lawsuits or administrative proceedings against the other party arising out of the collective bargaining dispute which preceded the settlement of the 1984-1987 Agreement.
- F.** Both the School Committee and the Association agree not to bring suit against the School Committee, individual School Committee members, members of the administration, the Association, or its affiliates, or individual teachers, as a result of the events from September 4, 1984 to the date of the settlement of the 1984-1987 Agreement.

## **ARTICLE XXVI**

### **No Strike**

The Association and members of the bargaining unit agree that they will not authorize, engage in, or condone a work stoppage, slowdown, or withholding of services by employees while this Agreement is in force.

## **ARTICLE XXVII**

### **Educator Evaluation**

The Parties agree to establish a joint management labor committee ("joint committee") consisting of members appointed by the Association and members appointed by the Committee to negotiate those provisions of the new educator evaluation regulations requiring negotiations for implementation in September 2013. The Parties understand that the Arlington Public Schools must implement the new Educator Evaluation System by the beginning of the 2013-2014 school year. The joint committee will meet at least monthly beginning in September 2012, with a goal of adopting, adapting or revising the DESE model contract language by February 1, 2013. Agreements reached by this joint committee will be subject to ratification by the union membership and approval by the school committee. The Parties agree to incorporate any agreements reached as a result of such negotiations into this Agreement.

The language below will remain in force until an agreement is reached on the new Educator Evaluation System described above.

A. The purposes of teacher evaluation are the continuing improvement of a teacher's performance in rendering services to the school system and a vehicle by which personnel decisions shall be made. Both teachers and evaluators must keep these goals in mind if the evaluation process is to be carried out in a spirit of professional growth.

1. All observations of the work performance of any member of Unit A will be conducted openly and with full knowledge of the teacher. The School Committee will observe the provisions of G. L. C. 71, Section 42C regarding teachers' personnel folders.
2. Any complaints of a serious nature regarding any member of Unit A made to any member of the Administration or School Committee by any parent, student, or other person will be promptly called to the attention of the person.
3. Each member of Unit A who is subject to a formal evaluation shall affix his or her signature to the evaluation and may add any comment he or she so desires. Said signature on the evaluation does not indicate approval of the evaluation, but merely indicates that the evaluation has been seen.
4. There shall be only one official personnel folder for each member of Unit A in the Superintendent's office.
5. Should any material derogatory to a currently employed member's conduct, service, or personality be placed in the member's personnel folder, that the member involved will be given an opportunity to review same. If the member chooses to do so, he or she may submit any statement concerning the same if he

or she so desires and said statement shall be filed with the alleged derogatory material in the member's personnel folder.

**B.** No teacher will be disciplined, deprived of any rights or benefits or denied any professional advantages without just cause; provided that nothing in this section will be applicable to cases involving dismissal or non-renewal of contracts.

**C.** The parties agree to follow the procedures and timelines outlined in the Arlington Educator Effective Development System for the purpose of evaluation, which is incorporated by reference herein.

## **ARTICLE XXVIII**

### **Reduction in Staff**

**A.** No teacher with Professional Teacher Status (PTS) shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the teacher with PTS is currently certified or if there is a less qualified teacher with PTS holding the same or similar position for which the teacher with PTS is currently certified.

**B.** Teachers with PTS will be laid off within their discipline categories as defined in Section F below. In making a decision regarding the layoff or reduction in force of a teacher(s) with professional teacher status, the Superintendent/designee shall consider (i) the best interests of students in the school or district, (ii) the needs of the system as defined by the Superintendent/designee, and (iii) the qualifications of teachers with professional teacher status in the discipline category/categories.

**C.** In determining which teacher(s) with PTS to lay off in a discipline category(ies), the Superintendent will consider:

- i. The teacher's experience in the subject area(s) and/or grade level(s)/classes to be taught;
- ii. The nature and diversity of the teacher's licenses/certifications such as Special Education licenses and/or ELL/ESL to allow for flexibility in future assignments;
- iii. DESE endorsements, such as but not limited to SEI endorsement and autism endorsement, held by the teacher;
- iv. The teacher's proficiency in a second or more languages spoken by students in the district;
- v. The teacher's educational background, professional achievements and activities; and

- vi. The quality and quantity of performance by the teacher including factors of job performance in the teacher's three most recent summative evaluation ratings (if available); however, no distinction shall be made between proficient and exemplary ratings. In determining whether there is a difference in evaluations, an Arbitrator shall not substitute his judgment for that of the Superintendent unless it is determined that the Superintendent has not demonstrated that his/her decision was made on a reasonable basis. The evaluations shall be considered by an Arbitrator to be an accurate reflection of teacher performance and shall not be subject to contrary testimony.

Seniority shall be used as a tie-breaker in personnel actions under this paragraph among teachers whose qualifications are no different. Ties on the seniority list shall be broken by a lottery.

**D.** Continuous employment in Arlington Public Schools, including periods of leaves of absences for which salary credit is granted, shall be used to compute the length of service for seniority.

**E.** The criteria in Section C shall be used to determine relative qualifications for employees with PTS in this Section. An employee with PTS who is displaced from the employee's discipline area shall be transferred by the superintendent to any open position for which the displaced employee is currently licensed/certified. If there are multiple displaced qualified employees with PTS licensed/certified for the open position, the superintendent shall determine which of the employees is the most qualified employee and such employee shall be transferred to the open position. If no such vacancy exists, a displaced employee shall be transferred by the superintendent to a position held by an employee without PTS for which the displaced employee is currently licensed/certified, and, when there are multiple displaced employees with PTS, the superintendent has determined that such displaced employee is the most qualified employee. An employee with PTS who is displaced from the employee's discipline area may replace an employee in another discipline area provided that s/he is licensed/certified in the new discipline area and the superintendent has determined that such employee is more qualified than the employee to be replaced.

**F.** For purposes of this Article, examples of discipline categories are:

1. Elementary Classroom Teachers
2. Secondary English
3. Secondary Science (by specific subject)
4. Elementary School Math
5. Secondary School Math

6. Secondary Math, with Computer Science/DML specialty
7. Secondary Social Studies/History
8. World Languages (by specific language)
9. Elementary Art
10. Secondary Art
11. Elementary Music
12. Secondary Music
13. Drama
14. Science/Technology Engineering
15. Family and Consumer Science
16. Elementary Physical Education
17. Secondary Physical Education
18. Librarian/Media Specialist
19. Secondary Instructional Technology/Digital Learning
20. Elementary Instructional Technology/Digital Learning
21. Elementary Special Education Teachers
22. Secondary Special Education Teachers
23. BCBAs
24. School Psychologists
25. Secondary School Social Workers
26. Elementary School Social Workers
27. Middle School Guidance/Adjustment Counselor
28. High School Guidance
29. Speech & Language Pathologists
30. Occupational Therapists
31. Physical Therapists
32. School Nurses
33. Early Childhood/Preschool Teacher
34. Elementary Reading/Literacy Specialists
35. Secondary Reading/Literacy Specialists
36. Elementary ELL Teachers

- 37. Secondary ELL Teachers
- 38. Alternative Program Teachers
- 39. ACE

**G.** Except in unusual circumstances, a teacher so affected by a reduction in staff shall be notified by June 15 of the school year preceding the school year in which the reduction is to be effected.

**H.** Teachers who are on lay-off because of reduction in staff shall, for the first 26 months after the effective date of lay-off retain recall rights to fill vacancies and new positions. In determining the order of recall, the Superintendent/designee will review the employee's license(s)/certificate(s) and shall consider the criteria in Section C.

**I.** During the recall period, teachers who have been laid off shall be eligible to elect continuation of health insurance coverage under applicable law.

**J.** During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.

**K.** While members of the bargaining unit continue on lay-off, the Superintendent agrees not to hire any new teachers unless no teacher on lay-off is qualified to fill the vacant position.

**L.** The status of teachers with respect to professional teacher status shall not be altered by layoff. Teachers with professional teacher's status who are recalled shall be recalled with professional teacher status. All teachers, if recalled, will be credited with all benefits accrued up to the time of lay-off.

**M.** A Seniority List will be provided to the Association by February 1. It will be updated annually. Any corrections submitted by a teacher will be acknowledged by Administration in writing within one month. The AEA will continue to honor the AAA agreement with regard to layoff for only AAA bargaining unit members employed on June 1, 2006.

## **ARTICLE XXIX**

### **Job Share**

1. Job Share shall refer to two unit members sharing one full time position. Usually to accommodate a 50%-50% or a 60%-40% division of responsibilities. Any exception to this must be negotiated.
2. Any openings shall be available to certified teachers who have notified the Superintendent in writing by April 15th of their desire to job share.
3. Job sharing positions shall be filled only by teachers who have mutually agreed to work together.

4. Responsibilities of the teachers may be divided according to a plan designed by the teachers with the concurrence of their immediate supervisor. This shall include but not be limited to attendance at regular staff meetings, parent conferencing, etc.
5. Teachers shall be placed appropriately on the Unit A salary scale, and be given appropriate added increments for advanced degrees or longevity.
6. Teachers shall receive proportionate sick leave.
7. One Town Insurance/Health Benefit package will be available per job share.
8. Contributions to the retirement system shall be proportionate to the time served and salary earned.
9. This Section 9 applies only to teachers who were in full-time positions in the District prior to commencing a job-share arrangement.

**A. Job Shares commencing in or before the 2012-2013 school year.**

- i. Teachers who were in job shares as of the 2012-2013 school year shall be transferred to full-time positions at the beginning of a school year provided they have notified the Superintendent in writing by March 1, 2013 of their desire to do so.
- ii. Effective, with the start of the 2014-2015 work year, Section 9A shall expire and all teachers regardless of the start date of their job share arrangements shall be under section 9B.

**B. Job Shares commencing after the 2012-2013 school year.**

- i. As long as there is a full-time position open by June 20th in the teacher's license/certification, a teacher will be transferred from a job share position to a full-time position at the beginning of the school year immediately following the request, provided that such teacher notified the Superintendent in writing on or before March 1st of the prior school year of her/his request to return to a full-time position.
  - ii. In the case where there is not a full-time position available by June 20th in the teacher's license/certification for the school year immediately following the requested transfer, a teacher shall be guaranteed a transfer to a full-time position in the subsequent school year, provided that such teacher has satisfied the March 1st notice required in B.i., above.
10. No person shall be hired from outside the bargaining unit for a job sharing position until all members of the bargaining unit are returned from the RIF list and provided there are positions open.
  11. No teacher in the unit shall be involuntarily transferred in order to create a job share position.
  12. The number of job share positions shall be at the discretion of the Superintendent.

**ARTICLE XXX**  
**Teacher Civil Rights**

When a member of the professional staff enters the teaching profession, he/she does not give up citizenship rights or his/her civil liberties.

**ARTICLE XXXI**  
**Student Management and Discipline**

The (school district) Committee will, in cooperation with representatives of the Association, establish and enforce a Code of Student Conduct. The Code of Student Conduct shall set forth the general standards of behavior expected of students enrolled in the district, whether in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle or at a school-sponsored activity or event, whether or not held on school premises, and the disciplinary measures which will be applied in cases of student misconduct. In addition, a bargaining unit member may establish rules of conduct not in conflict with the Code of Student Conduct for the time in which students are in his/her charge.

The Code of Student Conduct will be distributed to all students and staff at the beginning of each school year.


**ARTICLE XXXII**  
**Duration**

A. The Parties' collective bargaining agreement ("Agreement") shall be in effect as of September 1, 2018 and shall continue in full force and effect through August 31, 2021, and shall continue from year to year thereafter unless either party notifies the other by written notice prior to January 1, 2021 (or any subsequent January 1 thereafter), of its intention to modify or terminate the Agreement. If such notice is given, the parties will enter into negotiations promptly after October 15, for a successor agreement to take effect the following September 1.



IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed by their authorized representatives.

ARLINGTON SCHOOL COMMITTEE

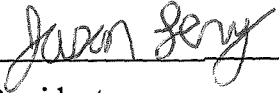
By:   
Chairperson, School Committee

Date: 9/5/18

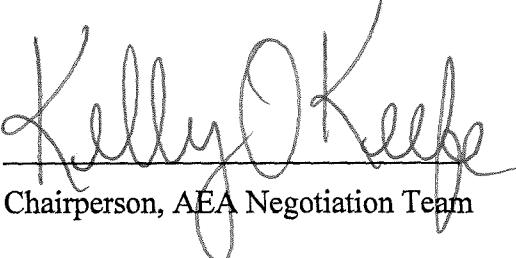
  
Superintendent

Date: 9/5/18

ARLINGTON EDUCATION  
ASSOCIATION

By:   
AEA President

Date: 9/5/18

  
Chairperson, AEA Negotiation Team

Date: 9-5-18

## APPENDIX A –SALARY TABLES FOR TEACHERS

### SALARY TABLES

#### **2018-2019 (Year 1)**

1% increase on steps 1-12

new step 13 at a 3.25% increase above the previous year's step 12

	BA	BA15	MA	MA15	CAGS MA30	DOC MA60
1	47,777	49,400	51,024	51,832	52,641	55,349
2	49,497	51,175	52,853	53,696	54,540	57,337
3	51,739	53,421	55,104	55,943	56,781	59,579
4	53,978	55,659	57,338	58,182	59,025	61,829
5	56,230	57,904	59,579	60,421	61,264	64,626
6	58,473	60,428	62,383	63,227	64,071	67,438
7	61,264	63,226	65,186	66,027	66,868	70,248
8	64,070	66,031	67,991	68,832	69,673	73,039
9	66,868	69,109	71,351	72,196	73,039	76,404
10	69,601	72,190	74,780	75,568	76,357	79,797
11	73,410	76,273	79,140	79,887	80,635	84,223
12	75,612	78,562	83,090	83,598	85,936	89,387
13	77,296	80,312	84,941	85,460	87,850	91,378

#### **2019-2020 (Year 2)**

1.5% increase to steps 1-12 and step 13 of both Bachelor Degree Lanes

3.5% increase to step 13 on all Master Degree Lanes

	BA	BA15	MA	MA15	CAGS MA30	DOC MA60
1	48,494	50,141	51,789	52,609	53,431	56,179
2	50,239	51,943	53,646	54,501	55,358	58,197
3	52,515	54,222	55,931	56,782	57,633	60,473
4	54,788	56,494	58,198	59,055	59,910	62,756
5	57,073	58,773	60,473	61,327	62,183	65,595
6	59,350	61,334	63,319	64,175	65,032	68,450
7	62,183	64,174	66,164	67,017	67,871	71,302
8	65,031	67,021	69,011	69,864	70,718	74,135
9	67,871	70,146	72,421	73,279	74,135	77,550
10	70,645	73,273	75,902	76,702	77,502	80,994
11	74,511	77,417	80,327	81,085	81,845	85,486
12	76,746	79,740	84,336	84,852	87,225	90,728
13	78,455	81,517	87,914	88,451	90,925	94,576

**Day 1 of 2020-2021 (First Half of Year 3)**

2.0% increase to steps 1-12 and step 13 of both Bachelor Degree Lanes

2.25% increase to step 13 on all Master Degree Lanes

	BA	BA15	MA	MA15	CAGS MA30	DOC MA60
1	49,464	51,144	52,825	53,661	54,500	57,303
2	51,244	52,982	54,719	55,591	56,465	59,361
3	53,565	55,306	57,050	57,918	58,786	61,682
4	55,884	57,624	59,362	60,236	61,108	64,011
5	58,214	59,948	61,682	62,554	63,427	66,907
6	60,537	62,561	64,585	65,459	66,333	69,819
7	63,427	65,457	67,487	68,357	69,228	72,728
8	66,332	68,361	70,391	71,261	72,132	75,618
9	69,228	71,549	73,869	74,745	75,618	79,101
10	72,058	74,738	77,420	78,236	79,052	82,614
11	76,001	78,965	81,934	82,707	83,482	87,196
12	78,281	81,335	86,023	86,549	88,970	92,543
13	80,024	83,147	89,892	90,441	92,971	96,704

**Day 91 of 2020-2021 Second Half of Year 3)**

1.0% increase to step 13 on all Master Degree Lanes

	BA	BA15	MA	MA15	CAGS MA30	DOC MA60
1	49,464	51,144	52,825	53,661	54,500	57,303
2	51,244	52,982	54,719	55,591	56,465	59,361
3	53,565	55,306	57,050	57,918	58,786	61,682
4	55,884	57,624	59,362	60,236	61,108	64,011
5	58,214	59,948	61,682	62,554	63,427	66,907
6	60,537	62,561	64,585	65,459	66,333	69,819
7	63,427	65,457	67,487	68,357	69,228	72,728
8	66,332	68,361	70,391	71,261	72,132	75,618
9	69,228	71,549	73,869	74,745	75,618	79,101
10	72,058	74,738	77,420	78,236	79,052	82,614
11	76,001	78,965	81,934	82,707	83,482	87,196
12	78,281	81,335	86,023	86,549	88,970	92,543
13	80,024	83,147	90,791	91,345	93,901	97,671

\*The School Committee may blend the two increases for the work year (i.e. the September 1 increase and the 91<sup>st</sup> day increase) for payroll convenience purposes. However, for employees who do not work the entire work year and/or who have any non-paid days, the employee's actual pay shall be determined in accordance with the September 1<sup>st</sup> increase and the 91<sup>st</sup> day increase.

## **APPENDIX B – STIPENDS**

All stipends listed in this section will have retirement payments taken out and will contribute to the base salary for retirement pension unless the rate of pay is given on an hourly or project basis. The positions listed in Appendix B are subject to annual appointment.

### **Project Work**

Subject to funding availability, the Superintendent or Building Principal shall have the authority to engage teachers in project work pursuant to the provisions of this contract. Based on the estimated amount of work and available funding for such work, the Superintendent/Building Principal shall identify the Project Work total pay amount. The appointment of a teacher to such Project Work shall be in writing and shall identify the teacher who has been appointed, the work to be done, a timeline for completion of the work, and the Project Work pay.

### **Hourly Work**

Subject to funding availability, the Superintendent or Building Principal shall have the authority to engage teachers to perform work outside of their contractual duties on an hourly basis at the contractual rate of \$25 per hour. The appointment of a teacher to such extra work shall be in writing and shall identify the teacher who has been appointed, the work to be done, a timeline for completion of the work, and the maximum number of hours to be compensated.

The forms documenting these agreements shall be available to the Association and the School Committee in the Superintendent's office.

### **Stipend Committee**

Student activities outside the school day are integral to the total education of our students. These activities provide a breadth of opportunity for students to explore their interests beyond the classroom and apply their learning. While these activities provide great benefits to students, they hold differing requirements and expectations for the adult advisors who supervise them. Since these activities are fully dependent on student participation, there is need for flexibility in the implementation of this schedule.

In order to have a thoughtful review and recommendation process for specified stipend activities, a Stipend Committee shall be formed to process, review, and make recommendations for specified stipend activities to the Superintendent. Teachers on this committee shall be appointed by the President of the Arlington Education Association.

### **Stipend Committee Members**

1. High School Principal or designee
2. Middle School Principal or designee
3. Elementary Principal or designee
4. Athletic Director
5. Director of Human Resources
6. Elementary Teacher
7. Ottoson Teacher
8. AHS Teacher
9. School Committee Member
10. Pre-School (as needed)
11. Curriculum Leader

The Stipend Committee will meet twice annually (fall and spring) to review current stipends, make recommendations for revisions, and consider new stipends. The spring meeting is to look at the upcoming year and review proposals for the following school year and should occur no later than June 1. The fall meeting is to review the past year and must occur no later than November 15. Anyone may propose either a revised stipend or a new stipend activity to the principal of the school in which the stipended activity would occur. District-wide stipends would go through either the Assistant Superintendent or his/her designee. If the principal or Assistant Superintendent agrees that the activity is in line with the mission of the school and district, the proposal will be brought to the Stipend Committee.

In recommending new stipends, the Stipend Committee will consider:

- Relationship of the activity to the vision, mission, and goals of the school and school system.
- Purpose of the activity with benefit to students, number of student participants, and time commitment.
- The Stipend Committee can recommend reallocation of existing monies to new or amended stipends, the adoption of new stipends, as well as the elimination of certain stipends.

The Stipend Review Committee shall submit its recommendations to the Superintendent who will consider the recommendations when developing his/her budget to the School Committee. It is understood that funding for stipends rests solely with the authority of the School Committee.

New stipends will be added to the contract via a memorandum of agreement (MOA).

Academic and Club Stipends will be paid twice per year. Lead teacher stipends will be paid in the biweekly paycheck. Athletic stipends will be paid only during the athletic season.

The splitting of all stipends, other than stipends already listed as being split, must be approved by the Superintendent and the AEA President.

## ACADEMIC STIPENDS

Stipend Title	\$
<b>Performing Arts AHS</b>	
Drama Club Advisor	\$5,000
Assistant Director, Drama	2,500
G & S Conductor	1,212
G & S Costumes & Programs	2,020
G & S Director	5,924
G & S Music Director	4,040
G & S Pianist	1,212
G & S Producer	2,020
G & S Set Design & Construction	809
Jazz Band Director	1,886
<b>Performing Arts OMS</b>	
Boys' Chorus Director	1,886
Chamber Ensemble Director	1,886
Girls' Ensemble Director	1,886
Jazz Band Director	1,886
Musical - Music Director	2,000
Musical Accompanist	500
Musical Choreographer	2,000
Musical Director	2,500
Musical Producer	2,020
Select Chorus Director	1,886
Show Choir	\$2,000 (two positions at \$1,000 each)
<b>Gibbs Performing Arts</b>	
Choral Ensemble	1,886
String Chamber Music	1,886
Jazz Performance Workshop	1,886
<b>Performing Arts Elementary</b>	
Band Director	1,886
Gifted Chamber Ensemble Director	1,886
Music School Director	2,558
Orchestra Director	\$1,886



Elementary Select Chorus	\$1,886
<b>Lead Teachers</b>	
District Wide Data Analyst	10,000
District Reading Coach (elementary - per person)	5,749
Early Childhood Lead Teacher	1,590
FACS Lead Teacher 6-12	4,312
K-5 Lead Reading Teacher	\$795
K-8 Library & Media Coordinator	4,312
Lead Guidance Counselor 9-12 (College)	5,749
Lead Guidance Counselor 9-12 (Soc./Emot.)	5,749
Lead Guidance Counselor Gibbs	5,749
Lead Guidance Counselor Ottoson	5,749
Leadership Team (total per school - 9 schools)	3,803
Mill Brook Program Coordinator	3,500
PE/Health Lead Teacher - AHS	4,916
PE/Health Lead Teacher - AHS	4,916
PE/Health Lead Teacher - AHS	4,916
<b>Academic and Leadership Clubs - AHS</b>	
All Club Coordinator	1,000
AP Exams Coordinator	1,875
Art Club Advisor	1,615
Bridge Builder Advisor	650
Class Advisor - Freshman	1,060
Class Advisor - Juniors	1,060
Class Advisor - Seniors	1,060
Class Advisor - Sophomores	1,060
Computer Club Advisor	1,615
Dance Club Advisor	\$1,000 (two advisors at \$500 each)
French Club	500
GSA Advisor	1,615
Guidance Website Coordinator	650
International Advisor	2,000
Latin Club	500
Literary Magazine Advisor	\$2,020

Math Fair Coordinator	\$ 848
Math Team Advisor	1,615
Media Club Advisor	1,615
Mock Trial Team Advisor	1,200
Model Congress Advisor (3) at \$800 or (2) at \$1200	2,400
Model UN Advisor	1,200
National History Day Advisor (2)	1,000
National Honor Society Advisor	2,423
National World Language Honor Society	1,000
Naviance Coordinator	975
Peer Leaders	1,615
PSAT Coordinator	875
Robotics	2,120
S.A.V.E. Advisor	1,615
SADD Advisor	1,615
SAT Coordinator	2,500
School newspaper	2,423
Science Olympiad Club Advisor	2,020
Science Symposium Day	1,000
Spanish Club	500
Speech & Debate Club	1,200
Student Council Advisor	4,309
Survival/Outdoor Pursuits	5,117
Syracuse Dual Enrollment	2,500
Tenacity Challenge Advisor	800
Volunteer Club Advisor	1,615
Yearbook Advisor	5,441
Young Feminist Club	1,615
<b>Academic and Leadership Clubs - OMS</b>	
Art Club Advisor	1,615
Drama Advisor	2,423
Generation Citizen	1,400
GSA Advisor	1,615
Latin Club	500
Literary Magazine Advisor	\$2,020

National Geography Bee Advisor	\$1,000
National History Day	1,400
New England Math League Competition Advisor (Ottoson and Gibbs)	750
Newsletter Advisor	1,886
Robotics	2,120
Spanish Club	\$500
Student Council Advisor - Grade 7	\$502
Student Council Advisor - Grade 8	\$502
World of Difference Peer Leaders	2,000
Yearbook Advisor	1,508
<b>Gibbs Academic and Leadership Clubs</b>	
Art Club Advisor	1,615
Garden Club Advisor	750
National History Day Advisor	1,400
Newsletter Advisor	1,886
Yearbook Advisor	1,508
Drama Advisor	2,423
<b>Technology Integration</b>	
Elementary School Technology Integration Teacher	795
Gibbs Technology Integration Teacher	795
Ottoson Technology Integration Teacher	795
Early Childhood Technology Integration Teacher	795
<b>Mentors</b>	
Elementary Curriculum Mentor - Math	795
Elementary Curriculum Mentor - Reading	795
Elementary Writing PD and Mentor	750
Mentor (General)	731
Special Education Alternative Assessment Mentor	1,060
<b>Miscellaneous</b>	
AM/PM Coordinator (Gibbs)	943
AM/PM Coordinator (Ottoson)	943
AM/PM Activity Hourly (Gibbs)	19
AM/PM Activity Hourly (OMS)	19
Auditorium Scheduling	\$1,000

Detention (OMS)	\$2,639
Grade 5 Science Camp Coordinator	3,000
International Student Advisor	5,300
Kindergarten Steering Committee Leader (Tools Coaches)	\$2,000 (two positions at \$1,000 each)
Kindergarten Steering Committee Member	\$1,750 (\$250 each for 7 teachers)
Outdoor Education chaperone (Per Night)	94
Psychologist Department Liaison	3,000
Rainbow Alliance Club (Elementary)	\$1,200 (two positions at \$600 each)
Social Worker Clinical Supervisor	6,000
Services for Students with Disabilities Coordinator (AHS)	795
Supervisor of Supplies (AHS)	1,526
Supervisor of Supplies (OMS)	750
TCI Trainer and Elementary TCI Coordinator	\$3,000 (may be split between two people)
Team Chair - Special Education	\$3,180

**ATHLETIC STIPENDS**

<b>Category A</b>	\$
Football - Head Coach	\$10,161
Sub Varsity	3,231
<b>Category B</b> Head Coaches - Baseball, Basketball, Hockey, Lacrosse, Wrestling, Field Hockey, Soccer, Softball, Cross Country, Indoor Track, Outdoor Track, Volleyball	5,251
<b>Category C</b> Head Coaches - Cheerleaders, Gymnastics, Tennis, Varsity Assistant Football Coach	4,712
<b>Category D</b> Head Coaches - Golf, Swimming	3,905
<b>Category E</b> Assistant Coaches and Sub Varsity Coaches - Baseball, Basketball, Cross Country, Indoor Track, Outdoor Track, Lacrosse, Soccer, Wrestling, Field Hockey, Gymnastics, Softball, Volleyball	3,096
<b>Category F</b> Freshman Coaches - Baseball, Basketball, Hockey, Soccer, Field Hockey, Softball, Football, Lacrosse, Volleyball	3,096
<b>Category G</b> Equipment Manager	8,000
<b>Category H</b> Ticket/Business Manager	\$ 3,905

## APPENDIX C

### LETTER OF UNDERSTANDING

The Arlington Education Association and the Arlington School Committee met on Monday, May 4, 1998, to bargain over the impact of the Reorganization of the Middle School Program which as of September, 1998 will be a 6-8 educational program, leaving the elementary school program as a K-5 educational program. The following listing represents the understandings and agreement of the parties.

1. Certification requirements for the middle school program were resolved by the agreement of the Committee that teachers who are certified as K-8 or 1-6 will be grandfathered and will always be able to teach sixth grade without further certification being required by the School Department. DOE Memo by D. Driscoll. This protection does not prohibit or deter teachers who wish to pursue additional certifications.
2. The issue of seniority and placement on the seniority list was discussed and it was determined that all grade six teachers on the K-6 list would remain on that list for the duration of this contract (until August 31, 2009). The parties would then revisit the issue of seniority and the seniority *list* in the negotiations for a successor agreement.
3. As of September, 2006, the Grade 6 teachers, in support of the current 6<sup>th</sup> grade structure, have agreed to the following meetings during a month in lieu of one of two supervisory periods per week:

One English/Language Arts Meeting with agenda provided by Department Head

One English/Language Arts Meeting with agenda provided by the teachers. If no agenda provided, this meeting will still take place as a standard department meeting

One English/Language Arts Session for working on curriculum, instruction, or assessment as determined by the teachers for which the Department Head may be available

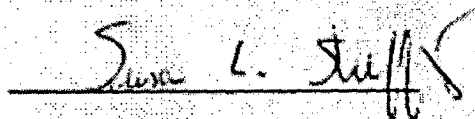
The rest of the meetings in a month are based on building needs as determined by agreement of the teachers and the principal. This understanding can be renegotiated each year.

For the Association:



Date: Aug 12, 97

For the Committee



Date: Aug 14, 1997

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE ARLINGTON SCHOOL COMMITTEE  
AND THE  
ARLINGTON EDUCATION ASSOCIATION – UNIT A**

**September 2011**

**WHEREAS**, the Arlington School Committee ("School Committee") and the Arlington Education Association ("AEA") have been negotiating for a successor to their September 1, 2009 through August 31, 2011 collective bargaining agreement; and

**WHEREAS**, the bargaining teams for the School Committee and the AEA have come to terms relative to a successor agreement, subject to ratification by the membership of the AEA and approval by the School Committee; and

**WHEREAS**, the parties have agreed that their collective bargaining agreement in effect from September 1, 2009 through August 31, 2011 shall remain in full force and effect except as modified by this Memorandum of Agreement;

**NOW THEREFORE**, The School Committee and AEA agree as follows:

1. **Duration:** Amend Article XXXII (*Duration*) to reflect that the parties' collective bargaining agreement shall be in effect as of September 1, 2011 and shall continue in full force and effect through August 31, 2012.
2. **Health Insurance Employee Premium Contribution Rates Upon Transfer to GIC:** Amend Article XXI (*Insurance and Annuity Plan*) to reflect the following agreement of the parties with respect to employee premium contribution rates effective December 1, 2011. This provision is expressly conditioned on, and subject to, the agreement of the GIC to accept the Town into the GIC effective January 1, 2012:

PLAN	Employee's Premium Contribution Rate
Indemnity Plans	25%
PPOs, & POS Plans	20%
HMOs	15%
All Plans	Employees hired on or after December 1, 2011 shall pay 25%

If after successfully transferring members/subscribers to the GIC pursuant to G.L. c. 32B, §§ 21 and 23 the Town transfers employees out of the GIC any time after the term of this agreement, the employee premium contribution rates shall be as follows:

HMOs 15%

All other plans 25%

All Plans Employees hired on or after December 1, 2011 shall pay 25%

If the Town is not accepted for entry into the GIC for January 1, 2012, the employee premium contribution rates shall be as follows:

Blue Cross/Blue Shield (all plans) 25% without regard to date of hire

Harvard Pilgrim HMO 20% for employees hired before July 1, 2011  
25% for employees hired on or after July 1, 2011

All Plans 25% for employees hired on or after July 1, 2011

3. **Conditional Salary Increase:** If the condition in paragraph 2 is met (i.e. GIC accepting the Town effective January 1, 2012), Appendix A Salary Tables for Teachers shall be amended to reflect a one percent (1%) increase to the salary table effective upon the 91<sup>st</sup> day of 2011-2012 school year.
4. **Opt-Out Program:** This provision shall replace the May 10, 2011 "Opt-Out Program". For all active employees enrolled on the Town's health plans on or before July 1, 2011, there shall be an opt-out program. An incentive (with proof of alternative coverage) of \$2,000 (\$166.66 per month) will be offered for those on individual plans and an incentive of \$4,000 (\$333.33 per month) will be offered for those on family plans. Subscribers whose spouses are enrolled on the Town's health plan may not enroll onto their spouse's plan and receive the incentive. Participants in this program may opt back into health insurance without waiting periods or preexisting conditions limitations if the participant experiences a qualifying event. The participant may opt back in at open enrollment without limitations. The Town reserves the right to modify or discontinue the program with 60 (sixty) days' notice to the PEC in advance of the next open enrollment, said discontinuance to be effective on the subsequent plan renewal date.
5. **Flexible Spending Account:** The Town will continue to provide a flexible spending account program (i.e. "Section 125" plan). The Town shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement (August 31, 2012). The program shall include a voluntary debit card system the fee for which shall be the responsibility of the employee. Employees may set aside funds up to the maximum amount permitted by the Patient Protection and Affordable Care Act (PPACA) but not more than \$3,500.
6. **Voluntary Dental, Re-bid and Administration:** The Town shall administer, including administration of a new request for proposal as appropriate, a voluntary dental plan that will be available to eligible subscribers; eligible subscribers will pay one hundred percent (100%) of the premiums. Active employees will have the benefit of pre-tax deductions



through payroll. Provision of the voluntary dental plan is contingent on maintaining the required level of enrollment as determined by the Insurer. Eligible subscribers who enroll in this voluntary dental plan will be ineligible to re-enroll in said plan should they elect to drop dental coverage, however, if they have a qualifying event they may rejoin no sooner than two years after dropping coverage.

7. **Health Reimbursement Arrangement:** Upon the exhaustion of the EHMf funds for the Health Reimbursement Arrangement (HRA) created by the September 2011 Memorandum of Agreement between the Town and the M.G.L. c. 32B, §§ 21/23 Public Employee Committee, the Town shall fund the HRA (including the third party administrator fee) in an annual calendar year amount of \$200,000. The HRA will be available to all employees on the Town's active health plans. The terms of the HRA shall be determined by the Town after consultation with the Health Insurance Advisory Committee. Any balance in the Town-funded HRA at the end of each year shall revert to the Town. Claims by subscribers for reimbursement shall be made on a first come first serve basis as determined by the third party administrator. When the HRA maximum amount is \$10,000 or less, the Town shall notify the AEA President and provide an electronic notice to those subscribers who provide an email address to the Personnel Department.
8. **Acknowledgement that the School Committee has Fulfilled its Bargaining Obligations.** AEA acknowledges and agrees that the School Committee has fulfilled all bargaining obligations, including but not limited to any bargaining obligations pursuant to M.G.L. c. 150E; it may have had regarding the implementation of health insurance coverage and employee premium contribution rate changes set forth in paragraph #2 above.
9. **Acknowledgement that GIC will Determine Dollar Amount of Copayments, Deductibles and other Cost Sharing Plan Design Features.** Upon the transfer of members/subscribers to the GIC pursuant to 32B, §§ 21 and 23, the GIC will determine the dollar amount of copayments, deductibles and other cost sharing plan design features for members/subscribers. This provision shall replace the provisions on Health Insurance in the parties' May 2011 Memorandum of Agreement which amended Article XXI of the parties' collective bargaining agreement. The AEA acknowledges and agrees that there is no inconsistency between this 2011-2012 collective bargaining agreement and changes that will occur to health insurance benefits upon the Town transferring members/subscribers into the GIC pursuant to M.G.L. c. 32B, §§ 21 and 23. Accordingly, the AEA acknowledges and agrees that no delay in implementation of the transfer to the GIC is required by Section 4 of Chapter 69 of the Acts of 2011.
10. **Successor Agreement.** The AEA and the School Committee agree to commence negotiations for a successor agreement no later than January 2012. The AEA and the School Committee agree to meet at least once per month in negotiations for a successor agreement, with the goal of reaching a successor agreement by June 2012.
11. **Ratification and Approval:** This Memorandum of Agreement is subject to ratification by the membership of AEA and approval by the School Committee.

Agreed to on this 20<sup>th</sup> day of September, 2011, by the negotiating teams for the

Arlington School Committee

William J. Hayner

\_\_\_\_\_  
\_\_\_\_\_

Arlington Education Association

John W. Foley  
Nanci L. Lippert

John W. Foley

John W. Foley

Linda Hanson

## **APPENDIX E**

### **CORI POLICY/PROCEDURES FOR EMPLOYEES**

**BACKGROUND:** Chapter 385 of the Acts of 2002, an Act Further Protecting Children, requires school systems to obtain criminal offender records information (“CORI”) on all current employees, applicants for employment, volunteers, individuals who provide transportation services to students on a regular basis, and independent contractors and laborers hired to perform work on school grounds.

**SCHOOL SYSTEM APPROVAL PROCESS:** Even though a school system has been authorized to receive CORI data on new employees, it must resubmit a certification application with the Criminal History Systems Board (“the Board”). Upon re-approval by the Board, the school system will be assigned a CORI code which allows the Board to track CORI requests and deliver information efficiently and accurately.

**AUTHORIZED DISTRICT EMPLOYEES:** The school system must identify the individuals who will be authorized to receive CORI data and include this information as part of the application process. As part of an Agreement of Non-Disclosure, each person who is identified by the school system to receive CORI data must sign and submit an agreement that CORI information will not be released to any individual other than the Superintendent (of Schools), and the individual for whom the CORI data was sought.

**CENTRALIZED STORAGE LOCATION:** Copies of the CORI request forms, and all CORI data that is received from the Board will be stored in a locked file cabinet in the office of the Superintendent. Copies will not be included in Personnel Files, nor will anyone other than the confidential secretary to the Superintendent and the individual himself/herself have access to the information.

**CONDITION OF EMPLOYEMENT:** It is a condition of continued employment that an employee, upon request, sign the CORI form that allows the school district to receive the CORI data from the Criminal History Systems Board pursuant to Massachusetts Law (Chapter 385 of the Acts of 2002).

**FREQUENCY OF CORI SUBMISSIONS:** CORI checks for individual employees will be conducted not more than every three years (3) without good cause during an individual’s term of employment. Upon the receipt of the new CORI data, the previous CORI data will be destroyed.

**USE OF CORI INFORMATION:** Each CORI case is different, and determinations will therefore be made on a case-by-case basis. Among the factors to be considered will include, but not be limited to when the conduct occurred, the type or nature of the conduct, the relationship of the conduct to the employee’s present position, the penalty imposed, whether the charge resulted in a conviction, whether the individual has been arrested subsequently, and post-conviction conduct.

**COMMUNICATION WITH EMPLOYEE:** Once the CORI data has been received by the school system, it will be filed in the office of the Superintendent. A determination will also be made whether or not the information delineated necessitates a meeting between the employee and the Superintendent. If such a meeting is indicated, the employee has the right to be represented by counsel and/or union representation.

**DUE PROCESS:** Any and all personnel actions resulting from a CORI report shall be conducted pursuant to the provisions of the respective collective bargaining agreement and the General Laws of the Commonwealth.

## **APPENDIX F**

### **DISTRICT OFFERED CREDIT COURSES AND CREDIT COURSE EQUIVALENTS**

**Goal:**

To offer a low cost, low hassle method for staff to move across the salary lanes while gaining skills and knowledge that benefit the staff member, the district and kids. An emphasis will be placed on gaining district wide common language and experiences in areas that support the district goals.

**Current Situation:**

Presently only college credits can be used for movement across the salary lanes. College courses do not always meet real needs of the district or teacher. Moreover, reimbursement does not cover all fees and books, which creates a disincentive. The current system does not create a common core of knowledge and experience, but rather a patchwork of, at times, disconnected or conflicting experiences.

**Part A:**

- The district will offer at least 2 "three credit" courses each year.
- Satisfactory completion of each course will count towards movement across the salary lanes.
- Each course will be 45 hours.
- The courses offered will be tied to the district goals.
- Courses will be based in Arlington, when possible
- The district will provide the courses at no cost to the staff. Staff will not be compensated for the time taking the course.
- Courses may be taught by APS staff or administrators or provided by others such as EDCO, Research for Better Teaching, etc.
- The District shall select and design the course offerings, after seeking input from staff.
- If enrollment exceeded capacity or budget, these courses will be offered in future years.

**Part B:**

- District will review and may approve MTA offered courses as well for credit towards lane movement.

**Part C:**

Staff members who teach in a field not served by a district offered credit course, may propose to the superintendent an alternative course or series of courses for movement across the salary lanes. The Superintendent shall in his/her sole discretion approve the course(s).

- Satisfactory completion of such an approved program will count towards movement across the salary lanes.
- Each course/set of related courses will total 45 hours and be similar in work and rigor to a college course.
- The courses proposed must support the district goals as well as the staff members area of teaching.
- The District will provide up to the average tuition for a 3 credit course at local state college to cover the cost of approved courses. Staff will not be compensated for the time taking the course.

**Caps and limits:**

- No staff member may earn more than 15 credits from part a
- No staff member may earn more than 15 credits from part b
- The district may limit participation in part a and part b combined to 25 staff members/year, but it is the desire of the district to provide these opportunities to all interested staff.

**APPENDIX G**  
**SURVEILLANCE AGREEMENT**


**Arlington School Committee and the Arlington Education Association**

On October 6, 2009, the parties named above agreed to the following with regard to surveillance tapes located at Arlington High School:

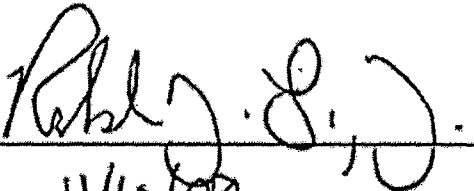
Videotapes shall not be used for the purpose of teacher discipline unless a teacher is engaged in physical misconduct directed at either a person or property.

---

**For the Arlington School Committee**

  
\_\_\_\_\_  
Date: 11/10/09

**For the Arlington Education Association**

  
\_\_\_\_\_  
Date: 11/10/09

## **APPENDIX H**

### **JOINT COMMITTEES**

**1. Joint Committee on Children of Teachers Attending School in the District**

As the Parties believe there is no current legal impediment, the Joint Committee established in section # 2 of the MOA dated May 10, 2011 shall resume meeting in September of 2012. The group shall meet monthly until they come to a resolution, which shall in any case be no later than May 2013.

**2. Joint Committee on Special Education Workload**

The Parties agree to establish a joint committee in September of 2012 to review and analyze data on workload, caseload, roles, and responsibilities of Special Educators and Related Service Providers. The initial meeting of this Joint committee will be held by October 15, 2012. This joint committee will report periodically to the Parties, with a final report presented on or before the first School Committee meeting in January 2014.

**3. Joint Committee on Stipends**

The parties agree to establish a joint committee to review and adjust stipends with an aggregate increase not to exceed \$28,500 for the 2012-2013 work year. The Association and the School Committee may each appoint representatives to this joint committee, not to exceed three (3) per party. The work of this joint committee is to be completed by August 31, 2012.

**4. Joint Committee on Technology (JCT)**

The Parties agree to establish a Joint Committee on Technology (JCT) by November 1, 2018. The JCT shall consist of ten (10) members, five (5) chosen by the Superintendent and five (5) chosen by the President of the Association. The JCT will be provided with an inventory of devices, and district-provided software, with the location of student devices provided by building and the location of teaching devices provided by teacher and/or classroom. The JCT will review the inventory of technology; identify needs of teachers; students and classrooms; and recommend a technology distribution policy and/or procedure that takes into consideration technology needs and limited funding. This JCT shall be established for no more than three (3) school years and will end no later than June 2021. The members of the JCT, with written or email notice to the Superintendent and the President of the Association, may disband, by majority vote, the JCT before June 2021. The JCT will report periodically to the Parties, with a final report presented upon the expiration of the JCT.

## **APPENDIX I**

### **MEETING DEFINITIONS FOR ELEMENTARY SCHEDULE**

#### **Meeting Definitions for New Elementary Schedule**

##### **Common Planning Time\***

Common planning time (CPT) will consist of time to engage in the following types of activities: grade-level meetings; consultations and work with colleagues; collaboration with other staff members; conduct special education consultations; co-planning, lesson planning, unit planning, assessment scoring, data entry, student learning and professional practice goals work, and other school-related activities. Teachers will set the agenda for how this time is used.

##### **Data Meetings**

Data meetings will consist of meetings of teams of teachers (usually grade level teams) that may include other specialist teachers. The purpose of the meetings will be to review common assessments, DDM's, standardized assessments, and other artifacts of student performance in order to better align instruction to meet the needs of all learners. Math and literacy coaches may facilitate some of these meetings. The agenda will be set through a collaborative process by principals, coaches, curriculum leaders, and teachers.

##### **Building Meetings**

The building principal will set the agenda for these meetings.

##### **Content PD**

District curriculum leaders, under the supervision of the Assistant Superintendent will set the agenda for these meetings. The goal will be to continually provide teachers with relevant, content area professional development so they can stay up to date on the practices and content in each area they teach.

##### **Evaluation Time**

These meetings will be for the purpose of setting and refining goals, and identifying or creating evidence that can be uploaded to Baseline Edge as part of the Educator Evaluation process. Teachers will set the agenda for how this time is used.

##### **Progress Report Time**

These meetings will be for the purpose of completing the district progress reports. Teachers will set the agenda for how this time is used.

##### **Note**

\*Teacher Common Planning Time meetings will not be bumped for district or state requirements, such as the Ethics Program or MCAS Administration Training.



## APPENDIX J INDEX

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