

**Agreement
Between**

Arlington School Committee

and

**Arlington Education Association
Unit A**

August 25, 2022 - August 24, 2024

Table of Contents

Appendices		3
ARTICLE I	Recognition	4
ARTICLE II	Scope	4
ARTICLE III	Negotiation Procedure	5
ARTICLE IV	Grievance Procedure	6
ARTICLE V	Arbitration	8
ARTICLE VI	Salaries and Other Compensations	8
ARTICLE VII	Superintendent's Advisory Board	13
ARTICLE VIII	Work Year, Work Hours, Workload	14
ARTICLE IX	School Calendar	24
ARTICLE X	Non-Teaching Duties	24
ARTICLE XI	Teaching Assignments	24
ARTICLE XII	Vacancies and Promotions	28
ARTICLE XIII	Association Rights	28
ARTICLE XIV	Sick Leave	30
ARTICLE XV	Temporary Absence	32
ARTICLE XVI	Extended Leaves	33
ARTICLE XVII	Sabbatical Leaves	36
ARTICLE XVIII	Professional Development and Educational Improvement	37
ARTICLE XIX	Legal Assistance	38
ARTICLE XX	Personal Injury Benefits	39
ARTICLE XXI	Insurance and Annuity Plan	39
ARTICLE XXII	Association Security	40
ARTICLE XXIII	Curriculum and Textbooks	41
ARTICLE XXIV	Save and Separability	42
ARTICLE XXV	General	42
ARTICLE XXVI	No Strike	43
ARTICLE XXVII	Educator Evaluation	43
ARTICLE XXVIII	Reduction in Staff	44
ARTICLE XXIX	Job Share	47
ARTICLE XXX	Educator Civil Rights	49
ARTICLE XXXI	Student Management and Discipline	49
ARTICLE XXXII	Duration	49

Appendices

APPENDIX A	Salary Tables for Educators	51
APPENDIX B	Stipends	52
APPENDIX C	Grade 6 Middle School Agreement	61
APPENDIX D	Health Insurance	62
APPENDIX E	CORI Policy/Procedures for Employees	66
APPENDIX F	District Offered Credit Courses and Credit Course Equivalents	68
APPENDIX G	Surveillance Agreement	70
APPENDIX H	Joint Committees	71
APPENDIX I	Meeting Definitions for Elementary Schedule	72

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 "educators."

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 an educator covered by this Agreement that (1) the educator has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Agreement or (2) the educator 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 educators. 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 educator 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 educator involved in presenting such grievance.
4. No educator 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 educators 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 educator, 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 the Superintendent's 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 educator, 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 educator 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 the Arbitrator's findings of fact with reasoning and conclusions. The Arbitrator shall arrive at the Arbitrator's 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 the Arbitrator's 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 educator or group of educators 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 educator; or in event of death to the educator's 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 an educator will be 1/183 of an educators' base salary (daily rate). Educators 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. Educators 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. All employees will receive their pay through direct deposit. The Committee may provide employees with electronic pay advices in lieu of paper pay stubs.
6. Educators 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)

Educators 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 an educator wishes to change the payment option s/he selected for the following work year, the educator 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 educator 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 educator will be paid in accordance with Option 1.

7. Educators 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. Educators 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 will employ educators and grant experience credit for placement on the salary schedule of not less than 50% of the total years of public school experience. Educators 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 educator must notify the Superintendent by November 1 of an advancement of degree level or accumulated credits in order to be considered for a lane change the following year. Such persons will be sent a receipt of this request by the superintendent within one month of submitting such documents.
3. When an educator has presented 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.

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- 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 educator 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.
- Educators 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 educators 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

Educators 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 educator.

In order to be eligible for the sick leave buyback, the educator must retire within twelve months from the date in which the educator 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 the educator ceases to work for the Arlington Public Schools.

B. Retirement Notice Incentive

an educator 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.

4. 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 $\frac{1}{2}$ day increments.

5. Children of Educators Who Do Not Reside in Arlington

The School Committee shall permit the enrollment of a school-age, nonresident child residing with the educator's parent or guardian who is employed as an educator (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. Siblings of students currently enrolled
 - 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 educator's submission of all registration information (such as

immunization and other records) required of resident children who seek to enroll.

Interested educators 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 educator, length of service in the Arlington Public Schools, grade the child/children will be entering in the fall, whether or not the educator 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 the AEA member's district of residence. In addition, a student who wishes to access a vocational program will do so in the district of residence.
- f. The educator 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 educators 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 educators. 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 provide feedback and input on the effectiveness of district and school leadership and administration, evaluate proposed courses of action, research specific problem areas, and collaborate on district projects to improve staff culture, climate, and overall experience. 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. Educators will not be required to report for duty more than two working days prior to the date set for the opening of school for pupils and not earlier than the Monday prior to Labor Day; pupils will not start earlier than September 1st. The Friday before Labor Day will not be a work day. During the two working day(s) prior to the start of the school year for students, 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 educator orientation” prior to the start of the school year. New educators will not receive additional pay for attending this orientation. However, educators other than new educators who participate as mentors will be paid their regular hourly rate. No less than two hours will be set aside during this new educator orientation for the Association.

B. Length of Work Day

1. The work day of classroom educators will begin 15 minutes before the pupil’s starting time for preschool, middle schools, and high school. The work day for classroom educators will begin 10 minutes before the pupil’s starting time for elementary schools.
2. All educators at the Preschool shall provide 80 minutes per week outside of the regular school day in order to assist students or provide for parent conferences. The time and days will be mutually agreed to by the educator and the principal. At the Middle Schools and High School educators shall provide 60 minutes per week for this purpose as long as the Advisory is in place.

At the elementary level, educators 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 preceding a holiday or vacation.
4. It is acknowledged that the hours for counselors, psychologists, and social workers may vary from the classroom educators’ 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 educators. 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, social workers and counselors who are providing scheduled IEP services, 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 report writing and other paperwork.

C. Scheduled Day

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

	LEVEL	Educators* (*Time includes the time before the pupil's start time in Section B.1.)	Students
1.	Preschool	8:15-2:45	8:30-2:00 4 days/5-day week 8:30-1:30 1 day/5-day week
2.	Elementary	7:50-2:30 4 days/5-day week 7:50-3:00 1 day/5-day week	8:00-2:30 4 days/5-day week 8:00-1:00 1 day/5-day week
3.	Middle School	8:15-2:56 5 days per week	8:30-2:56 5 days per week
4.	High School	8:15-2:56 5 days per week	8:30-2:56 5 days per week

5. The time schedules in the above table 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 educator's work load. No educator shall be required to work a split shift.

6. Elementary Conferences (Grades K-5)

- a. There will be one formal conference per year. However, educators in appropriate cases, as needed, will schedule additional conferences.
- b. Release Days for conferencing: Three 1:00 p.m. dismissals for students and one evening conference time of no more than two hours.
- c. an educator will be responsible to make three attempts to contact parents.
- d. Kindergarten educators will be released for conferencing for three early-release days in the fall. Kindergarten educators will have two days of

- time for screening at the end of the school year. Additionally, Kindergarten educators will be given three- early-release days or their equivalent in the spring for a final year-end report to parents during which substitute educators will be provided.
- e. Preschool educators 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 educators in no more than two schools. In the event that an educator needs to travel to more than two schools, the educator will be notified, if possible, by the Superintendent two weeks prior to the opening of the school year.

D. Duty Free Lunch

1. Preschool educators will have a 30 minute duty-free lunch period.
2. Elementary educators will have a 40 minute duty-free lunch period.
3. Middle and high school educators 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-educator 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 educator 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 educator'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, and the District will endeavor not to assign more than 250 students per guidance counselor.
 - 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.
 - g. No later than the end of the previous school year, EL teachers, special education liaisons, social workers and counselors who are providing scheduled services, and special education therapists, including speech/language, occupational and physical therapists, shall be consulted about the distribution of caseloads and the administration will consider their feedback.
- 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 educator 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 educators 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 Educators

- 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 educators and students. Provide a consistent conduit for communication with students. Create and foster positive school climate and culture. Provide guidance and facilitation in SEL competencies and DEI topics as determined by the SEL and Advisory Committee and/or building administrators.

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

Role of the Educator

The role of the educator 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 educators 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 educators 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 school, AHS, Ottoson and Gibbs, will have an SEL and Advisory Committee including administrators, a member(s) of the SEL and Counseling Department, and a minimum of three educators elected annually by secret ballot of all building employees represented in this bargaining unit and all administrators in the building. The SEL and Advisory Committee may include a member(s) of the DEI Department.
- Association committee members will receive a stipend as listed in Appendix B. This stipend will be apportioned and distributed equitably among committee members according to a formula mutually determined by the building Principal or designee and the Association committee members at the initial meeting of the SEL and Advisory Committee.
- The SEL and Advisory Committee will ensure that the activities proposed meet the stated purpose of the Advisory and meets SEL and DEI goals.

- The SEL and Advisory Committee will work with the principal to gather student and educator feedback on the SEL, DEI, and Advisory program at least twice a year.

Frequency:

- AHS - not more than once a week for up to 30 ~~24~~ minutes
- OMS -not more than once a day for 10 minutes (ASPIRE) which may be extended once per month to up to a standard period length.
- Gibbs - not more than once a day for 20 minutes

On an occasional basis, the time limits above may be extended by mutual agreement of the SEL and Advisory Committee to address rare unforeseen circumstances that require prompt discussion with students.

Nothing in this Section F requires the Committee to maintain Advisory and/or ASPIRE. In the event the Committee decides to discontinue/replace Advisory and/or ASPIRE it shall give the Association notice.

Educators will have required after school time reduced from 80 to 60 minutes weekly to give educators sufficient time to review the activities.

The number of supervisory assignments will be two directed study periods/corridor duty per week. When an educator supervises an Advisory period, it will count as one supervisory duty under the contract. In addition, educators at the high school who are assigned a supervisory duty during the Tuesday "X" block will be credited with a 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 educators. 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.
- e. The Administration will endeavor to achieve an average of 16:1 student to educator ratio in Advisory classes. An educator who is supporting a student on a 1 to 1 basis per the student's IEP does not count as an additional adult in the classroom for the purpose of this section.
- f. With the exception of unforeseeable events, the district will provide the SEL and Advisory Committees a plan for surveys intended to be completed in Advisory with approximate dates at the SEL and

Advisory Committee's first meeting of the school year.

G. Workload for Elementary Educators

1. (Personnel in Unit A) Educators 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 educators.
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 educators will be given 30 minutes for travel time between buildings.
5. Educators 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. Educators 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. Each meeting 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 educator concerns.

2. Elementary:

All meetings will occur between 1:15 and 3:00 on the early release day. A schedule of meetings will be established by Superintendent/designee after consultation with the professional development committee by the end of the school year for the following school year. Common Planning Time (CPT) may be scheduled at any time during the work day and will include approximately 1500 minutes per work year with not less than one early release day per month dedicated to CPT. A minimum of 100-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. Educators will set the agenda for common planning time with input from administration. Educators will set the agenda for 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 educators), building meetings (the agenda will be set by the principal), content area meetings (the agenda will be set by curriculum leaders in consultation with the Assistant Superintendent), and professional development. Content area meetings will begin at 1:30 when educators have to travel to a central location. The definition of meeting types is attached in Appendix I.

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 educators shall attend such meetings.
4. Educators 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 educators by the beginning of the school year. Attendance at all other evening meetings will be at the option of the individual educator.
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 educators receive preparation time, the School Committee shall make every effort to secure substitutes for absent educators.
2. When students with an IEP are included in regular classrooms, the district will identify students on IEPs and will provide educators 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, educators 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, educators 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 educators 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 a position due to the educator's 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 educator days. However, the actual days utilized will be 180 student days and 183 educator 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 educator's primary responsibility is to teach and that the educator's energies should, to the extent possible, be utilized to that end.

Educators 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. Educators 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 educators in the preparation of the official register. Educators are required to gather daily attendance information, to report such information to the office.

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

A. Educators 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 educator will be compensated at the educator's per diem rate for such educator's work day for each requested room move.

B. Educators 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. Educators 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 20th except in circumstances beyond the control of the School Committee.

B. In order to assure that pupils are taught by educators working within their area of competence, educators 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 educators 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 educators from one school to another is sometimes necessary and unavoidable, they also recognize that frequent transfer of the same educator is disruptive of the educational process. Therefore they agree as follows:

In making transfers, the convenience and wishes of the individual educators 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. An educator being notified of an involuntary transfer may, at the educator's option, take a leave of absence for one or two years.
4. An involuntarily transferred educator may elect to return to the educator's former school/department if a vacancy for which said educator 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 educator involved and the Superintendent or the Superintendent's 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 educator will be involuntarily transferred for punitive reasons.
7. Reassignments within buildings will not occur until involuntary transferred educators are first offered the position.

E. Educators desiring to transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests may be submitted by an educator at any time. Such request will remain on file until the educator asks that it be rescinded. The reasons for the denial of a transfer request will be given if requested by the educator. Notice of transfer will be given to educators as soon as feasible.

F. In arranging schedules for educators who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such educators will be notified of any changes in their schedule as soon as practicable.

G. Educators 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 the nurse's appointed schedule.

I. On Loan refers to only those educators 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 educator 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 educators may apply (by April 1st 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 educators 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) educators by seniority in their discipline (by seniority list placement).
- b. Professional status displaced (involuntarily transferred) educators 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 educators by seniority in their discipline.
- f. Professional status RIFFED educators 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 educators 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 educators 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 Educator 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 an educator organization to post notices of activities and matters of Association concern on educator 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 an educator organization for the use of educator mailboxes for communications to educators. 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 educators, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of educators, 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 educator 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 educator engaged in a formal meeting where the educator'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. Educators will be entitled to 15 sick leave days each school year as of the first official day of said school year. Educators 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. Educators who begin employment after the beginning of a school year will begin with a prorated amount of sick days using the same calculation. Educators 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 an educator to make arrangements for necessary medical and nursing care, and the Committee may extend this at its discretion. Immediately after the educator's return, a written statement explaining the circumstances of the emergency shall be submitted to the Superintendent (of Schools) for their 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 educator must deposit one day in the sick leave bank. Every newly employed educator will deposit one day in the sick leave bank as of the educator's 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 educator'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. Educators 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. Educators taking personal days shall make the statement that reads "The leave is being taken pursuant to Article XV, Section A1". Statement by the educator that leave is being taken pursuant to this Article and Section shall suffice. If an educator 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 educator's employment or with the system, or in any other legal proceeding if the educator is required by law to attend, at the discretion of the Superintendent. This section does not include legal proceedings in which an educator 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 educator of an educator's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandchild, or other member of the educator's traditional or non-traditional family with a cap of fifteen days annually. From six to 15 days a doctor's letter confirming the serious illness will be required, with no deduction from sick leave. After the 15 days have been reached annually, then additional days will be deducted from the educator's accumulated sick leave. Educators will be granted one day in the event of the death of an educator's 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 educator will be entitled to the aforesaid five days. With respect to those on the one day category, if it is

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

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 educator is entitled. No educator will be required to arrange for the educator's 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 educator 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, an educator will be considered as if the educator was actively employed by the Committee during the leave and will be placed on the salary scale at the level the educator would have achieved if the educator 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 educator who joins the Peace Corps or serves as an exchange educator, and is a full-time participant in either of such programs. Upon return from such leave, an educator will be considered as if the educator were actively employed by the District during the leave and will be placed on the salary schedule at the level the educator would have achieved if the educator had not been absent.

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

D. Parental Leave of Absence

1. An educator who has worked in the school district for at least 90 calendar days is eligible for parental leave. An eligible educator who is seeking a parental leave shall notify the Superintendent, in writing, as soon as possible and shall request a leave of absence, specifying the dates requested for the beginning and end of the leave. The notification shall be

provided as far in advance as possible, but at least two (2) weeks before the leave is anticipated to begin. The purpose of such notification is to provide the administration as much opportunity as possible to make suitable arrangements for continuity with respect to the educator's assignments.

2. In accordance with the Massachusetts Parental Leave Act (MPLA), a parental leave of absence shall be eight weeks, commencing at the time of the child's birth/adoption and continuing for up to eight consecutive weeks, including holidays, vacation weeks, and weeks that include no school/work days.
3. This section 3 intentionally left blank.
4. Educators who experience health issues related to the pregnancy or childbirth, either prior to or following the birth of the child that require the educator to be absent from work may use accrued sick time. Such educator must provide adequate medical documentation.
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 parental leave allowed under MPLA. An employee who is eligible for FMLA leave and who has taken eight weeks of MPLA may elect to take an additional four weeks of unpaid leave under FMLA. FMLA leave for the birth/adoption of a child cannot be taken on intermittent basis.
 - a. During the unpaid portion of FMLA and/or MPLA, the School Committee will maintain the employee's existing health insurance, dental insurance and other benefits. The employee will continue to be responsible for the employee's percentage of the health insurance and other insurance premiums.
6. In accordance with the FMLA, the Superintendent may require that an educator remain on leave until the conclusion of the school year if the termination of the leave of absence falls within the last three weeks of the school year.
 - a. If the Superintendent requires the employee to remain on leave, the time is unpaid but the School Committee will maintain the employee's existing health insurance, dental insurance and other benefits. The employee will continue to be responsible for the employee's percentage of the health and dental insurance premiums.

7. If an educator wishes to extend leave beyond the period covered by MPLA and FMLA, the educator must notify the Superintendent two weeks prior to the educator's previously stated intention to return. The Superintendent will grant extensions of leave for up to a total of two consecutive school years. This extended leave will be unpaid. The educator may be eligible for COBRA continuation benefits.
8. By March 1 of the year in which the educator's extended leave ends, the educator must notify the Superintendent in writing of the educator's intention to return for the following school year.
9. An employee who is eligible for unpaid leave under the Massachusetts Parental Leave Act (MPLA) and/or the federal Family Medical Leave Act (FMLA) for the birth or adoption of a child may use the employee's accrued sick leave, in lieu of unpaid leave, to recover from childbirth and/or for baby bonding time for the birth/adoption of the employee's child up to ten (10) consecutive calendar weeks (not to exceed fifty days) within the same school year commencing with the birth/adoption of the employee's child and subject to the employee's available leave under the MPLA/FMLA. Leave under the MPLA and the FMLA run concurrently. Baby bonding time cannot be taken on an intermittent basis. Nothing in this paragraph limits the use of sick time for substantiated illness/injury as a result of pregnancy/childbirth.

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 educator'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 educator 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, an educator 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 educator 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 an educator was entitled at the time of the educator's leave of absence commenced, including unused accumulated sick leave, will be restored to the

educator upon the educator's return, and the educator will be assigned to a position where the educator 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. An educator's entitlement to his prior position upon return from such extension or renewal will be arranged on an individual basis.

L. An educator 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. An educator on leave under this Article shall notify the Superintendent in writing by March 1 of the year in which the leave ends, of the educator'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 educator has completed at least seven consecutive full school years of service in the Arlington School System.
4. Sabbatical pay equals one half of an educator's current annual base pay. Educators on a full year sabbatical leave will receive one half of a year's pay. Educators on a half-year sabbatical leave will receive their full pay for the time worked in addition to sabbatical pay.

5. The educator 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 educator must repay in full all monies received, or as otherwise decided by the Committee.

ARTICLE XVIII

Professional Development and Educational Improvement

A. The Committee will establish a tuition-reimbursement fund of forty thousand dollars (\$40,000) per fiscal year (July 1st to the following June 30th) to be used to reimburse professional status educators for graduate-level course pre-approved by the supervisor of the educator and the Superintendent of Schools/designee at an accredited college or university which has been successfully completed with a grade of B or better or a rating of pass if the course is not offered for a grade. 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. The Committee shall not be obligated to reimburse more than 12 credits per year per educators. The Committee shall not be obligated to spend more than \$40,000 in total for all course reimbursements in a fiscal year.

Reimbursement to an educator 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 educator 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 educators 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 educator up to \$100 for the cost of recertification/relicensure.

D. Educators with a Bachelor's degree should within one year after attaining professional educator 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 educator, who may use the voucher or be allowed to transfer the voucher to whomever they wish.
2. To a cooperating educator who did not use the educator's 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 educators that will equal no fewer than six in-service credits per year.

H. Coursework on Diversity, Equity, Inclusion and Racial Identity in Education:

Educators who commence employment in Unit A with the Arlington Public Schools in the 2022-2023 work year or later must complete at least eighteen (18) hours of district-approved coursework or professional development about the role of diversity, equity, inclusion, and racial identity in education. This requirement must be completed within the first three years of employment. The district will offer all courses towards this requirement, or the educator may take outside courses approved by the Superintendent/designee. Previous coursework does not count towards this requirement, except that the Superintendent/designee in their sole discretion may count some or all of the educator's recent previous course work toward some of the required eighteen (18) hours.

ARTICLE XIX

Legal Assistance

A. Educators 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 educator for information in its possession, relating to the incident or the persons involved, and will act in appropriate ways as liaison among the educator, the police, and the courts.

C. If criminal or civil proceedings are brought against an educator alleging that the educator committed an assault within the scope of the educator's employment, the Committee, to the extent permitted by law, will furnish legal counsel to defend the educator in such proceeding if the educator requests such assistance. The rights of an

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

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

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 the educator's 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 the educator's 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 educator a term life insurance plan for no less than \$10,000 of the type presently available to educators.

C. In order to provide a non-forfeitable tax sheltered annuity payable on retirement or termination of employment, an educator 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 the educator's 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.

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 educator 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 educator may authorize payroll deductions for such Agency Fee in accordance with Section C of this Article.

In the event that an educator 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 educator, pursuant to Chapter 71, S42 of the Massachusetts' General Laws. The parties expressly recognize that the failure of any EDUCATOR 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 the educator's membership in the Association or participation in its activities. There will be no reprisal of any kind taken against any EDUCATOR by the Association because of the educator's 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 educators 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 educator presents written notification to the Committee, 60 days in advance of September 19 of the educator's 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 educators 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 the educator's 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 educator 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, educators 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. Educators will be entitled to full rights of citizenship, and no religious or political activities of any educator or lack thereof outside of the classroom will be grounds for any discipline or discrimination with respect to the professional employment of such educator.

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 educator 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 educators, 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 and update those provisions of the new educator evaluation regulations requiring negotiations. 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.

A. The purposes of educator evaluation are the continuing improvement of an educator's performance in rendering services to the school system and a vehicle by which personnel decisions shall be made. Both educators 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 educator. The School Committee will observe the provisions of G. L. C. 71, Section 42C regarding educators' 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 the educator's signature to the evaluation and may add any comment the educator 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, the member may submit any statement concerning the same if the member so desires and said statement shall be filed with the alleged derogatory material in the member's personnel folder.

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

B. Educators 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 an educator(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 educators with professional teacher status in the discipline category/categories.

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

- i. The educator's experience in the subject area(s) and/or grade level(s)/classes to be taught;
- ii. The nature and diversity of the educator'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 educator;

- iv. The educator's proficiency in a second or more languages spoken by students in the district;
- v. The educator's educational background, professional achievements and activities; and
- vi. The quality and quantity of performance by the educator including factors of job performance in the educator'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 the Arbitrator's judgment for that of the Superintendent unless it is determined that the Superintendent has not demonstrated that their decision was made on a reasonable basis. The evaluations shall be considered by an Arbitrator to be an accurate reflection of educator performance and shall not be subject to contrary testimony.

Seniority shall be used as a tie-breaker in personnel actions under this paragraph among educators 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, an educator 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. Educators 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, educators who have been laid off shall be eligible to elect continuation of health insurance coverage under applicable law.

J. During the recall period, educators 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 educators unless no educator on lay-off is qualified to fill the vacant position.

L. The status of educators with respect to professional teacher status shall not be altered by layoff. Educators with professional teacher's status who are recalled shall be recalled with professional teacher status. All educators, 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 an educator 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 educators 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 educators who have mutually agreed to work together.

4. Responsibilities of the educators may be divided according to a plan designed by the educators with the concurrence of their immediate supervisor. This shall include but not be limited to attendance at regular staff meetings, parent conferencing, etc.
5. Educators shall be placed appropriately on the Unit A salary scale, and be given appropriate added increments for advanced degrees or longevity.
6. Educators 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 educators 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. Educators 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 educators 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 educator's license/certification, an educator 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 educator 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 educator's license/certification for the school year immediately following the requested transfer, an educator shall be guaranteed a transfer to a full-time position in the subsequent school year, provided that such educator 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 educator 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**Educator Civil Rights**

When a member of the professional staff enters the teaching profession, the educator does not give up citizenship rights or the educator's 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 the educator's 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 August 25, 2022 and shall continue in full force and effect through August 24, 2024, and shall continue from year to year thereafter unless either party notifies the other by written notice prior to January 1, 2024 (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.

By: Elizabeth Kardon

Chairperson, School Committee

Date: 8/12/22

By: Glenn J. Huff

Superintendent

Date: 8/16/22

By: Julianna D. Keyes

AEA President

Date: 8/16/22

By: Karl Gehr

Chairperson, School Committee Negotiations Subcommittee

Date: 8/15/22

Agreed to on this 4th day of May 2022 by the bargaining teams for:

The Arlington School Committee
Unit A

The Arlington Education Association

s/Len Kardon
Len Kardon, Chair of the Negotiations Subcommittee

s/Julianna Keyes
Julianna Keyes, President

s/William Hayner
William Hayner, Subcommittee member

s/Sif Ferranti
Sif Ferranti, Vice President

s/Jeffrey Babbin
Jeffrey Babbin

s/Valerie Diment
Valerie Diment

s/Elizabeth Higgins
Elizabeth Higgins

s/ Joshua Roth
Joshua Roth

s/ Jenna Fernandes
Jenna Fernandes, Vice President

APPENDIX A –SALARY TABLES FOR EDUCATORS

2022-2023 SALARY SCALE 3% increase						
					MA+30	MA+60
Step	BA	BA+15	MA	MA+15	CAGS	DOC
1	54,010	55,820	57,620	58,530	59,440	62,450
2	56,420	58,240	60,050	60,950	61,860	64,870
3	58,840	60,650	62,450	63,360	64,270	67,290
4	61,260	63,100	64,870	65,780	66,680	70,300
5	63,680	65,780	67,890	68,800	69,710	73,330
6	66,680	68,800	70,910	71,810	72,720	76,360
7	69,710	71,820	73,930	74,830	75,740	79,370
8	72,720	75,130	77,550	78,460	79,370	82,990
9	75,660	78,450	81,240	82,090	82,940	86,640
10	79,760	82,850	85,940	86,740	87,550	91,410
11	82,140	85,310	90,190	90,740	93,260	96,970
12	83,950	87,200	95,150	95,730	98,390	102,310

2023-2024 SALARY SCALE - 2.75% increase

2023-2024					MA+30	MA+60
Step	BA	BA+15	MA	MA+15	CAGS	DOC
1	55,500	57,360	59,210	60,140	61,080	64,170
2	57,980	59,850	61,710	62,630	63,570	66,660
3	60,460	62,320	64,170	65,110	66,040	69,150
4	62,950	64,840	66,660	67,590	68,520	72,240
5	65,440	67,590	69,760	70,700	71,630	75,350
6	68,520	70,700	72,870	73,790	74,720	78,460
7	71,630	73,800	75,970	76,890	77,830	81,560
8	74,720	77,200	79,690	80,620	81,560	85,280
9	77,750	80,610	83,480	84,350	85,230	89,030
10	81,960	85,130	88,310	89,130	89,960	93,930
11	84,400	87,660	92,680	93,240	95,830	99,640
12	86,260	89,600	97,770	98,370	101,100	105,130

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 educators 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 an educator to such Project Work shall be in writing and shall identify the educator 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 educators to perform work outside of their contractual duties on an hourly basis at the contractual rate of \$25 per hour. The appointment of an educator to such extra work shall be in writing and shall identify the educator 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. Educators 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 the Assistant Superintendent's 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 the Superintendent's 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	\$
Performing Arts AHS	
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
Performing Arts OMS	
Boys' Chorus Director	\$1,886
Chamber Orchestra 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)

Gibbs Performing Arts		
Choral Ensemble	\$1,886	
String Chamber Music	\$1,886	
Jazz Performance Workshop	\$1,886	
Performing Arts Elementary		
Band Director	\$1,886	
Chamber Orchestra Director	\$1,886	
Music School Director	\$3,837	
Orchestra Director	\$1,886	
Arlington Treble Chorus	\$1,886	
Lead Teachers		
District Reading Coach (elementary - per person)	\$5,749	
Early Childhood Lead Teacher	\$1,590	
FACS Lead Teacher 6-12	\$3,000 2022-2023 work year	
K-5 Lead Reading Teacher	\$795	
K-12 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 Counselors Ottoson	\$5,749	
Leadership Team (total per school - 9 schools)	\$3,803	
Mill Brook Program Lead Teacher	\$3,500	
PE/Health Lead Teacher – AHS	\$3,000 2022-2023 work year	
PE/Health Lead Teacher – Middle School	\$3,000 2022-2023 work year	
PE/Health Lead Teacher – Elementary	\$3,000 2022-2023 work year	

Academic and Leadership Clubs – AHS		
All Club Coordinator	\$1,000	
AP Exams Coordinator	\$1,875	
Art Club Advisor	\$1,615	
Asian American Coalition	\$1,615	
Black Student Union	\$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	
Community Service Coordinator	\$2,000	
Computer Club Advisor	\$1,615	
French Exchange	\$1,500	
French Club	\$750	
GSA Advisor	\$1,615	
Graduation Coordinator	\$2,000	
Guidance Website Coordinator	\$650	
Intergenerational Book Club Advisor	\$750	
International Exchange (Activities Coordinator)	\$3,000	
International Exchange (Peer Community Building Coordinator)	\$3,000	
International Exchange (Assistant to the Coordinator)	\$2,000	
Japan Exchange	\$1,500	
Latin Club	\$750	
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		
PSAT Coordinator	\$875		
Robotics	\$2,120		
S.A.V.E. Advisor	\$1,615		
SAT Coordinator	\$2,500		
School newspaper	\$2,423		
Science Olympiad Club Advisor	\$2,020		
Science Symposium Day	\$1,000		
Spanish Club	\$750		
Speech & Debate Club	\$1,200		
STEAM Team Advisor	\$1,200		
Student Council Advisor	\$4,309		
Survival/Outdoor Pursuits	\$6,000		
Syracuse Dual Enrollment	\$2,500		
Tenacity Challenge Advisor	\$1,200		
Volunteer Club Advisor	\$1,615		
Yearbook Advisor	\$5,441		
Young Feminist Club	\$1,615		
Academic and Leadership Clubs – OMS			
Art Club Advisor	\$1,615		
Drama Advisor	\$2,423		
Assistant Director - Drama	\$1,250		
GSA Advisor	\$1,615		
Latin Club	\$750		
LINKS Advisor	\$2,000		

Literary Magazine Advisor	\$2,020		
National History Day	\$1,400		
New England Math League Competition Advisor (Ottoson and Gibbs)	\$750		
Newsletter Advisor	\$1,886		
Robotics	\$2,120		
Spanish Club	\$750		
Student Council Advisor	\$1,000		
World of Difference Peer Leaders	\$2,000		
Yearbook Advisor	\$1,508		
Academic and Leadership Clubs - Gibbs			
Art Club Advisor	\$1,615		
Garden Club Advisor	\$750		
GSA Advisor	\$1,615		
National History Day Advisor	\$1,400		
Newsletter Advisor	\$1,886		
Yearbook Advisor	\$1,508		
Drama Advisor	\$2,423		
Digital Learning			
Elementary School Digital Learning Teacher	\$795		
Gibbs Digital Learning Teacher	\$795		
Ottoson Digital Learning Teacher (2 at \$795 each)	\$795		
Early Childhood Digital Learning Teacher	\$795		
AHS Digital Learning Teacher (2 at \$795 each)	\$795		
Mentors			
Mentor (General)	\$731		

Special Education Alternative Assessment Mentor	\$1,060		
Miscellaneous			
AM/PM Coordinator (Gibbs)	\$2,000		
AM/PM Coordinator (Ottoson)	\$2,000		
AM/PM Activity Hourly (Gibbs)	\$19		
AM/PM Activity Hourly (OMS)	\$19		
Auditorium Scheduling	\$1,000		
Detention (OMS)	\$2,639		
SEL and Advisory Committee	\$10,000 per secondary school in the aggregate to be apportioned among the members of the SEL and Advisory Committee at each school		
Grade 5 Science Camp Coordinator	TBD		
Kindergarten Steering Committee Leaders (Tools Coaches)	\$2,000 (two positions at \$1000 each)		
Kindergarten Steering Committee Members	\$1,750 (\$250 each for 7 educators)		
Outdoor Education chaperone (Per Night)	\$94		
Psychologist Department Liaison	\$3,000		
Rainbow Alliance Club (Elementary)	\$1,200 (Per School)		
Social Worker Clinical Supervisor	\$6,000		
Services For Students with Disabilities Coordinator (AHS)	\$1,500		
Supervisor of Supplies (AHS)	\$1,526		
Supervisor of Supplies (OMS)	\$1,500		
TCI Trainer and Elementary TCI Coordinator	\$3,000 (may be split between two people)		
Team Chair - Special Education	\$3,180		

ATHLETIC STIPENDS			
Notes:			
Step 4 is for coaches who have coached for 3 or more years in the sport in the district (does not need to be continuous)			
Step 5 is for coaches who have coached for 4 or more years in the sport in the district (does not need to be continuous)			
Category A	Step 1	Step 4	Step 5
Football - Head Coach	\$10,161	\$10,361	\$10,961
Sub Varsity	\$3,231	\$3,431	\$4,031
Category B			
Head Coaches - Baseball, Basketball, Hockey, Lacrosse, Wrestling, Field Hockey, Soccer, Softball, Cross Country, Indoor Track, Outdoor Track, Volleyball	\$5,251	\$5,451	\$6,051
Category C			
Head Coaches - Cheerleading, Gymnastics, Tennis, Varsity Assistant Football Coach	\$4,712	\$4,912	\$5,512
Category D			
Head Coaches - Golf, Swimming, Skiing	\$3,905	\$4,105	\$4,705
Category E			
Assistant Coaches and Sub Varsity Coaches - Baseball, Basketball, Cheerleading, Cross Country, Indoor Track, Outdoor Track, Lacrosse, Soccer, Wrestling, Field Hockey, Gymnastics, Softball, Swimming, Tennis, Volleyball	\$3,096	\$3,296	\$3,896
Category F			
Freshman Coaches - Baseball, Basketball, Hockey, Soccer, Field Hockey, Softball, Football , Lacrosse, Volleyball	\$3,096	\$3,296	\$3,896

APPENDIX C Grade 6 Middle School Agreement

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 6th 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: April 12, 07

For the Committee

Date: April 14, 2007

APPENDIX D: Health Insurance

**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

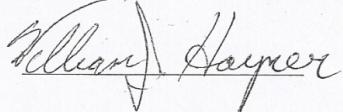
3. **Conditional Salary Increase:** If the condition in paragraph 2 is met (i.e. GIC accepting the Town effective January 1, 2012), Appendix A Salary Tables for Teachers shall be amended to reflect a one percent (1%) increase to the salary table effective upon the 91st day of 2011-2012 school year.
4. **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.

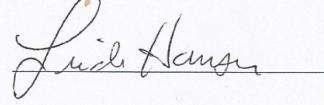
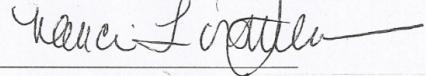
7. **Health Reimbursement Arrangement:** Upon the exhaustion of the EHMF funds for the Health Reimbursement Arrangement (HRA) created by the September 2011 Memorandum of Agreement between the Town and the M.G.L. c. 32B, §§ 21/23 Public Employee Committee, the Town shall fund the HRA (including the third 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 20th day of September, 2011, by the negotiating teams for the

Arlington School Committee



Arlington Education Association

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 have access to the information.

CONDITION OF EMPLOYMENT: 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 educator. 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 their 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

**SIDE LETTER OF AGREEMENT
BETWEEN
THE
ARLINGTON PUBLIC SCHOOLS
THE
ARLINGTON EDUCATION ASSOCIATION, UNIT A (AEA)**

Surveillance Agreement - AHS, Ottoson, Gibbs

The above-named parties agree to the following with regard to video surveillance equipment located in hallways, corridors, points of entry and other common spaces at Arlington High School, Ottoson Middle School and Gibbs School (Cameras are not located in classrooms, restrooms or private spaces):

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

For the Arlington School Committee

For the Arlington Education Association

Elizabeth R. Elyton

Julianne L. Hayes

APPENDIX H JOINT COMMITTEES

1. This section intentionally left blank

2. Joint Committee on Special Education Workload

The Parties agree to continue their joint committee to review and analyze data on workload, caseload, roles and responsibilities of Special Educators and Related Service Providers. This joint committee will report periodically to the Parties with a final report presented on or before the first School Committee meeting in January 2024.

3. Joint Committee on Stipends

The parties agree to continue their joint committee to review and make recommendations annually to the Parties to add, remove and/or adjust stipends. The Association and the School Committee may each appoint representatives to this joint committee, not to exceed three (3) per party.

4. This section intentionally left blank

5. Joint Committee on Professional Development Time:

Establish a joint committee to make recommendations to the Superintendent/designee and the Association President regarding the programming for and use of professional development time. The Parties will ensure representation and input from all school buildings is considered by the joint committee. This joint committee will meet beginning in September 2022 to make recommendations no later than February 2023 for potential changes for the 2023-2024 school year.

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. Educators will set the agenda for common planning time with input from administration

Data Meetings

Data meetings will consist of meetings of teams of educators (usually grade level teams) that may include other specialist educators. 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 educators.

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 educators 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. Educators 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. Educators will set the agenda for how this time is used.

Note

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