

Agreement

Between

Arlington School

Committee

and

Arlington Administrators Association

2015-2018

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ARTICLE I
Recognition

For the purposes of collective bargaining, the Arlington School Committee recognizes the Arlington Administrators as the exclusive representative of Arlington Administrators Association, Substitute Teachers, the Assistant Superintendents and the Superintendent and all other school employees not in the Arlington Administrators Association, 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 "Arlington Administrators Association."

The Arlington Administrators Association shall include the Assistant Principals, House Deans, Administrative Counselor of Guidance, all Directors, all Supervisors, all Department Chairs, and Coordinators or anyone in such jobs established since the date of recognition or may be established during this Agreement. Some of these categories include scheduled teaching responsibilities.

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

ARTICLE II
Scope

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

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

C. The Committee is a public body with 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 the final responsibility for 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 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 limited to, the subjects mentioned in the table of contents to 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 provisions of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or hereafter may be granted by law.

ARTICLE III Negotiation Procedure

- A. It is the intent and purpose of 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 Arlington Administrators 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 provision of Article XXX, Duration, of this Agreement.
- C. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and 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 as "Arlington Administrators Association members" in 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 may jointly or either of them separately, may petition to initiate the statutory impasse procedures outlined in Chapter 150E 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 the time, the place, the subject matter and the procedures to be followed. It is agreed by both parties that these ground rules at all times, must be flexible.
- G. Association representatives shall be granted release time up to a maximum of twenty five person days per year for the purpose of attending meetings with School Committee representatives.

ARTICLE IV
Grievance Procedure

A. Definition.

For the purpose of this Agreement, a grievance shall be defined as: Any complaint by an Arlington Administrators Association member covered by this Agreement that (1) he/she has been subject to a violation, inequitable application or misinterpretation of a specific provision of this Agreement or (2) he/she 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 administrative level, equitable solutions to problems which from time to time arise, affecting the welfare or working conditions of Arlington Administrators Association members. 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, 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 the maximum unless extended by mutual agreement.

2. If at the end of thirty days next following either the occurrence of any grievance the date when the Arlington Administrators Association members should reasonably have had knowledge of the 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 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 present and have the right to participate in the proceeding 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 with copies of documents in their possession which may be necessary for the processing and the consideration of grievances under this Agreement.

3. No written communication, other document, or record relating to the grievance shall be filed in the personnel file maintained by the School Department of the town of Arlington for any Arlington Administrators Association member involved in presenting such grievance.

4. No Arlington Administrators Association member shall be disciplined or otherwise discriminated against as a result of filing a grievance or otherwise participating in the processing thereof.

5. If there is a grievance which directly affects a group or class of Arlington Administrators Association members, the Association may submit such grievance in writing directly to the level of administration having appropriate authority to resolve said grievance.

E. Procedure.

Level One - Arlington Administrators Association member with a grievance will first discuss it with his/her supervisor during non-teaching hours.

Level Two - If at the end of three (3) school days next following such presentation the grievance shall not have been disposed of to the aggrieved's satisfaction, the Arlington Administrators Association member may file with the president of the Association a written statement of the grievance. Such statement shall be reviewed with the Arlington Administrators Association member by the said President, or his/her designee and if after such review the Arlington Administrators Association member so desires, the grievance shall be presented in writing by the Arlington Administrators Association member to the Superintendent or his/her designee within five (5) school days.

Level Three - If at the end of ten (10) school days next following presentation of the grievance in writing to the Superintendent the grievance shall not have been disposed of to the Arlington Administrators Association member's satisfaction the Arlington Administrators Association member may refer the grievance in writing to the Chairperson of the School Committee within five (5) school days.

Level Four - If at the end of fifteen (15) school days next following presentation of the grievance in writing to the Chair of the School Committee the grievance shall not have been disposed on to the satisfaction of the Arlington Administrators Association member, the Association member may submit the matter to arbitration by giving written notice to the School Committee within fifteen (15) days of the School Committee response, or expiration for the period for such response, whichever comes 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 selected mutually by the Committee and the Association. If the Committee and the Association cannot agree, within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within three (3) school days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is selected under the provisions of the voluntary Labor Arbitration Rules, now, or hereinafter, 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 either party shall bear the expenses of its representatives, participants, witnesses, and for the representation of its own case.

C. The Arbitrator's Award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her conclusions 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 terms of this Agreement and in reaching his/her decision shall interpret this Agreement in accordance with the principle that there are no restrictions on 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 Association and shall be final and binding upon the Committee, the Association and the Arlington Administrators Association member or members who initiated the grievance.

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

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. For the duration of the contract, the salary increases are as follows:

Effective 9/1/15 2015-2016

The salaries of AAA administrators have been amended to reflect the parties' agreements on work years, certain stipends being subsumed into base salaries, educational levels and moving towards parity with other Town Manager 12 Towns. Appendix A lists the Salaries for 2015-2016.

Effective 9/1/16 2016-2017 2% increase

Effective 9/1/17 2017-2018 2% increase

3. Academic Lanes:

- a. New hires will be assigned to an appropriate salary level, taking into account their academic background. Minimum education level per diems for 2015-2016 will be as follows:

MA	MA + 15	MA + 30	MA + 60/DOC
\$423.45	\$426.04	\$437.95	\$455.54

Minimum per diem increase in 2016-2017 2%
 Minimum per diem increase in 2017-2018 2%

- b. Current members are having their salary adjusted for 2015-2015 according to 2.a. above.
- c. Employees who advance in graduate level academic credits will have a one-time payment added to their base salary in the academic year following the year in which the credits were earned. The Administrator must notify the Superintendent by November 1 of an advancement of degree level or accumulated credits (lane change) in order to be considered for a lane change the following year. The Administrator must present an official transcript to support the move to the new academic lane and receive the one-time payment.

The Academic Lanes would be as follows:

MA + 15	MA + 30	MA + 60	DOC
\$1500	\$1500	\$2000	\$2000

B. Payment.

1. The salary provided professional employees covered by this agreement is deemed by the Committee and professional employees to be earned fully upon completion of the period contracted between and by the parties for any given year and proportionately during the year. In the event of termination for services for any cause at the end of or any time during the contracted period, amounts of salary earned but withheld to the date of termination shall be payable to the Arlington Administrators Association member; or in the event of death, to his/her estate.

C. The Arlington Administrators Association members may select to be paid either every other Friday, twenty-six (26) payments per year, or on a twenty-one (21) payment schedule during the school year if their contractual time is complete. Arlington Administrators

Association members selecting the twenty-one (21) payments shall have their July and August health insurance and annuity payments deducted from their last pay check in June. The Arlington Administrators Association members must notify the Superintendent in writing by the close of the school year in June of the desired payment schedule for the following year. Such selection shall continue from year to year unless the Arlington Administrators Association member notifies the Superintendent of a desired change by the close of any school year.

D. Arlington Administrators Association members 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 payments during the summer.

E. Arlington Administrators Association members working more than the contracted period of service specified in Article VIII, Section A 1, 2, or 3 will be paid on a pro-rata basis for the number of days of services rendered over the contracted period. Should it become necessary to deduct monies for unauthorized absences and/or authorized unpaid leave, such amount shall be figured on a pro-rata basis.

F. Salaries for new hires will be determined by the Superintendent in accordance with the minimum guidelines set forth in 3.a.

G. Arlington Administrators Association members, may be eligible for a discretionary bonus. The amount and duration of the bonus is at the superintendent's discretion based on contributions that exceed expectations.

H. Compensations.

1. Reimbursement Mileage allowance shall be paid to those Arlington Administrators Association members who are required by the central administration to use their car for travel between schools in the amount approved by the town accountant and paid to town employees. In order to receive reimbursement, the Arlington Administrators Association member must submit a request prior to the close of the school year. The above shall not be paid for travel between the Arlington Administrators Association member's home and school.

I. Sick Leave Buyback.

Arlington Administrators Association members will be paid forty-five dollars (\$45) for each unused sick day in excess of fifty (50) days at the time of their retirement.

J. Longevity.

Longevity increases will be paid each year on a continuous basis to administrators who have completed the following years of continuous service as of September in the Arlington School system.

This increase will be considered part of regular compensation for eligible administrators and 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

K. The parties agree to add the following stipends to the contract for the duration of the contract:

- Sanborn (\$6,000)
- Guidance & Transition Supervision (\$6,000)
- ELL Coach (\$8,000)
- Retell Admin (\$5,000)
- Title III (\$2,000)
- GBSOCAN Advisor (\$750)
- Nurse Leader (\$4,400)
- Ottoson Scheduling (\$4,500)

All stipends listed in this section will be offered based on the needs and financial resources of the system. Stipends that are offered will be posted annually.

L. Additional Stipend Categories

1. Project Work Subject to funding availability, the Superintendent or Assistant Superintendent shall have the authority to engage Administrators 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/Assistant Superintendent shall identify the Project Work total pay amount. The appointment of an administrator to such Project Work shall be in writing and shall identify the administrator who has been appointed, the work to be done, a timeline for completion of the work, and the Project Work pay.

2. Hourly Work Subject to funding availability, the Superintendent or Assistant Superintendent shall have the authority to engage administrators to perform work outside of their contractual duties on an hourly basis at the contractual rate of \$40 per hour. The appointment of an administrator to such extra work shall be in writing and shall identify the administrator 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.

M. Removal of Stipends

Two stipends will not carry forward into the contract:

- Anti-Bullying Coordinator
- 504 Coordinator

The parties agree to roll the following stipends into the base salary of the employees currently holding them:

- High School Vice Principal (W. McCarthy): Scheduling (\$4,500)

- High School Dean (V. Tivnan): Detention (\$4,800)
- High School Dean (R. DiLoreto): Detention (\$4,800)
- High School Dean (R. DiLoreto): Leadership (\$3,000)

N. The School Committee shall permit the enrollment of a school-age, nonresident child residing with his/her parent or guardian who is employed as a AAA Administrator in the district. The following restrictions apply:

1. There will be a limit of six (6) 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:
 - a. Siblings of students currently enrolled
 - b. Seniority in the bargaining unit
2. 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 Administrator's submission of all registration information (such as immunization and other records) required of resident children who seek to enroll.
3. AAA 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
4. The Human Resources Officer and the Association President will preside over the notification process to AAA members. Whenever possible, efforts will be made to keep siblings in the same school.
5. 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 AAA member will be responsible for enrolling the child in his/her district of residence. In addition, a student who wishes to access a vocational program will do so in the district of residence.
6. The Administrator 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.
7. In the event that the Administrator 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.

ARTICLE VII The Advisory Board

- A. The Advisory Board will be an advisory body, drawing upon the professional capabilities and experience of all teaching, counseling, and administrative personnel of Arlington Schools.
- B. The Advisory Board will include a representative selected by the Executive Board of the Arlington Administrators' Association.
- C. The Advisory Board will coordinate long-term projects, evaluate proposed courses of action, research specific problem areas and conduct in depth studies. In its course of action with respect to a particular task, the Advisory Board may set up committees outside of its membership, but under its direction. A program of action consists of projects:
 - 1. Developed upon the initiative of its members.
 - 2. Assigned by the Superintendent.
 - 3. Requested by the School Committee.
- D. The Advisory Board will meet in accordance with a program and schedule drawn up and agreed to by its members not later than October 30 each year.
- E. The Advisory Board will continue to exist for the life of the contract.

ARTICLE VIII Work Year

- A. Length of Work Year.
 - 1. 10-month year: At the close of the school year, Arlington Administrators Association members on a ten month contract shall work an additional ten days
 - 2. 11-month year: Personnel having an 11-month contract will work 205 days. Personnel working an eleven month year will be entitled to school vacations established for 10-month personnel.
 - 3. 12-month year: Personnel having a 12-month contract will work every calendar day in the year except for Saturdays, Sundays and legal holidays. Personnel working a twelve month year will be entitled to six (6) weeks' vacation at the discretion of the superintendent.

4. The work year for new hires will be determined by the superintendent.
5. The parties agree to increase the number of days in the work year for the following positions to 205 days: METCO Director.
6. The compensation (base salary) for the above-named incumbents will be increased on per diem basis based on their current work years.
7. The parties agree that each incumbent within a specific position has the same work year as others in the same position.

B. Work Day.

1. It is the intention of the Committee to maintain existing practices with respect to total Arlington Administrators Association members' hours of employment, length of school day, work load, duty free lunch, and evening meetings. If considerations and circumstances warrant a change, the Committee will confer with the Association concerning the contemplated change. In making its decision, the Committee will reach a decision that is mutually satisfactory.

2. Arlington Administrators Association members will work at their assigned duties for whatever reasonable time may be necessary.

C. Work Load for Secondary Arlington Administrators Association Members.

Department Chairs, Supervisors and Directors shall be assigned no more than a .2 teaching load per day.

D. Meetings.

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 from being scheduled.

E. General.

1. The School Committee shall make every effort to secure substitutes for absent Arlington Administrators Association members with teaching responsibilities.

F. Health and Safety.

1. Substance Abuse Program

Both the Committee and the Arlington Administrators Association recognize that alcohol and drug abuse are serious yet treatable illnesses. Both Arlington Administrators Association members and Management agree to encourage employees suffering from alcohol and drug abuse to seek counseling and treatment. Nothing in the above paragraph shall be construed as a waiver

of rights and obligations of the Arlington Administrators Association or of the Committee as set forth expressly in this Agreement.

ARTICLE IX School Calendar

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

The school calendar will provide for 185 student days and 187 teacher days. However, the actual days utilized will be 180 student days and 183 staff days.

ARTICLE X Non-Educational Duties

The Committee and the Association acknowledge that the primary responsibility of Arlington Administrators Association members is education and his/her energies should, to the extent possible, be utilized toward that end.

Arlington Administrators Association members will not be required to collect money from students for non-educational purposes except to the extent as now is 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.

Arlington Administrators Association members will not be required to drive pupils to activities which take place away from the school building, Arlington Administrators Association members may do so voluntarily, however, with the advance approval in writing of their immediate supervisor. In such event, the Arlington Administrators Association member will be relieved of all personal liability for any accident which may occur in accordance with the provisions of G.L. Chapter 41, Section 100C.

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

A computer system will be utilized to assist teachers and Arlington Administrators Association members in the preparation of the official register.

ARTICLE XI
Assignments and Transfers

1. Professional staff members will be notified by their supervisors of the nature of their assignment for the coming year as soon as is practicable and under normal circumstances not later than the first week of June.
2. Any Arlington Administrators Association member may request of the superintendent a transfer to another administrative position, school or department.
3. In making the transfers, the convenience and wishes of the individual Arlington Administrators Association member will be honored to the extent that these do not conflict with the best interests of the school system and pupils.
4. If involuntary transfers are necessary an Arlington Administrators Association member's seniority and qualifications along with educational needs of the system and other relevant factors will be considered in determining which Arlington Administrators Association members) is/are to be transferred. An involuntary transfer will be made only after a meeting between the Arlington Administrators Association member involved and the superintendent, (or his/her designee), at which time the Arlington Administrators Association member will be notified of the reasons for the transfer.
5. Association Members Who Teach For Arlington Administrators

Association members who teach, in order to assure that pupils are taught by teacher/ Arlington Administrators Association members within their areas of competence, teacher/Arlington Administrators Association members will not be involuntarily assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major/minor fields of study.
6. Arlington Administrators Association members will be given notice of transfer as soon as practicable and under normal circumstances not later than the last week of school.
7. Arlington Administrators Association members' assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age, ancestry, handicap or sexual orientation consistent with the provisions of M.G.L. 151B.

ARTICLE XII
Vacancies and Promotions

- A. Whenever a vacancy in an Arlington Administrators Association member position occurs during the school year (September to June) it will be publicized adequately by the Superintendent by means of a notice distributed to staff in every school as far in advance of the appointment as possible. During the months of July and August, notice of any such vacancy will be mailed to the Association. In both situations, the qualifications for the position, its duties, and

the rate of compensation will be clearly set forth. The qualifications for such position will not be changed when such future vacancies occur unless the Association has been notified in advance of any such changes and the reasons therefor. A disagreement over the necessity of the change will be subject to grievance and arbitration procedures set forth in this Agreement. No vacancy shall be filled except on a temporary basis within thirty (30) days of the date the notice is posted in schools or the giving of notification to candidates and Arlington Administrators Association members by mail.

B. Arlington Administrators Association members will be given adequate opportunity to make applications for such positions, and the Committee agrees to give due weight to the background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors.

C. Appointments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age, ancestry, handicap or sexual orientation consistent with the provisions of M.G.L. 151b.

ARTICLE XIII Use of School Facilities

A. The Association will have the right to use school buildings at reasonable times for meetings, provided there is no cost to the Committee. When meetings are scheduled at a time when the building is not otherwise in use, costs will be assumed by the Association. The Principal of the building in question will be notified by the Association in advance of the time and place of all meetings. Permits must be obtained from the central office, forty-eight hours prior to the meeting.

B. There will be at least one bulletin board in each school building for the purpose of displaying notices, circulars and other material dealing with legitimate business of the Association. Copies of such materials will be given to the building Principal, but his/her advance approval will not be required. The source for all materials will be clearly stated.

C. No Arlington Administrators Association member will be prevented from wearing pins and other identification of membership in the Association or any other teacher association.

ARTICLE XIV Sick Leave

A. Arlington Administrators Association members will be entitled to fifteen (15) sick leave days as of the first official day of said school year after they report for duty on that day. Sick leave may be accumulated from year to year with no limit.

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

1. Two (2) days when an emergency illness or injury in the family requires an Arlington Administrators Association member to make arrangements for necessary medical and nursing care, the Committee may extend this at its discretion. Immediately after the Arlington Administrators Association member returns, a written statement explaining the circumstances of the emergency shall be submitted to the Superintendent of Schools for his/her approval.

2. Any other reason approved by the Committee.

C. The sick leave bank which was established in September, 1996, for use by eligible members of the professional staff including Arlington Administrators Association members, covered by this agreement who have exhausted their own sick leave and who have a serious illness, shall be continued.

The system has placed 100 days to start the bank. The bank shall be maintained at least at 50 days. If the bank drops to 50 days each member will be assessed one day per professional staff member.

The initial grant of sick leave by the sick leave bank to an eligible employee shall not exceed fifteen (15) days.

Upon completion of the fifteen (15) 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 the sick leave bank committee consisting of five (5) members. The Executive Board of AAA, the Superintendent and one shall be designated by the School Committee to serve at its discretion. The sick leave bank committee shall determine eligibility for the use of the bank and the amount of leave granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and the amount of leave.

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

If the sick leave bank reaches 50 days, 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 Arlington Administrators Association member's annual fifteen (15) days of sick leave. The sick 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 not subject to appeal.

D. Should a member covered by this contract die while in the employ of the District, the sick leave buy-back benefits normally provided to an administrator under Article VI, Section(C)(3)

only upon retirement, shall be paid to his or her surviving spouse, designated beneficiary, or, in the event that there is no surviving spouse or designated beneficiary, to his or her estate.

ARTICLE XV

Temporary Absence

A. Arlington Administrators Association members will be entitled to the following temporary absences with pay each school year:

1. Two (2) days absence for personal, legal, household or family matters which require absence during school. Time taken under this section will not be deducted from sick leave. Personal days may be granted prior to and following the close of school, school vacations, or holidays, at the discretion of the Superintendent. Personal days for tenured Arlington Administrators Association members may not be deducted from sick leave.

Arlington Administrators Association members taking personal days shall make a statement that leave is being taken pursuant to Article XV, Section A1. A statement by the Arlington Administrators Association member that leave is being taken to this Article and Section shall suffice except for personal days granted prior to and following the close of school, school vacations or holidays as stated in paragraph 1.

2. Arlington Administrators Association members may apply for up to two professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, at the discretion of the Superintendent.

3. Time necessary for Association representatives to attend conferences and conventions, at the discretion of the Superintendent; currently, the limit is set at two (2).

4. Time necessary for appearances in any legal proceeding connected with the Arlington Administrators Association member's employment, with the system, or in any other legal proceeding which the Arlington Administrators Association member is required by law to attend, at the discretion of the Superintendent. This section does not include legal proceedings in which an Arlington Administrators Association member 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 (5) days at any one time in the event of death or serious illness requiring bedside or household attention by the Arlington Administrators Association member or an Arlington Administrators Association member's spouse, child, son-in-law, daughter-in-law, father-in-law, mother-in-law, sibling or other members of the immediate household. Arlington Administrators Association members will be granted one day in the event of death of an Arlington Administrators Association member's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece, nephew, unless said relative is a member of the immediate household,

in which event the Arlington Administrators Association member will be entitled to the aforesaid five (5) days.

6. A maximum of ten (10) school days per year for persons called into temporary active duty of any unit of the U.S. Reserves or the state National Guard, provided such obligations cannot be filled when school is not in session.

7. The policy of allowing absences for religious observance will continue in this Agreement.

8. Absence taken pursuant to Section A above, with the exception of paragraph A-1, will be in addition to any sick leave to which the Arlington Administrators Association member is entitled. No Arlington Administrators Association member with teaching responsibilities will be required to arrange for his/her own substitute.

9. Written application to, and approval by, the Superintendent of Schools for absences under this Article will be made normally as far in advance as possible, and at least twenty-four (24) 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. At the discretion of the School Committee, a leave of absence without pay, for up to two (2) years may be granted to any Arlington Administrators Association member who joins the Peace Corps or serves as an exchange professional or administrator, and full-time participant in either of such programs. Upon return from such leave, the Arlington Administrators Association member will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule he/she would have achieved if he/she had not been absent.

B. A parental leave without pay for up to two (2) years will be granted an Arlington Administrators Association member upon request.

1. An Arlington Administrators Association member who is pregnant may remain in active service until the termination of her pregnancy. The Arlington Administrators Association member will be required to submit a written statement from her physician indicating how long she may safely continue her active employment prior to the date of her confinement.

2. Maternity leaves of eight (8) weeks or less duration shall be governed by the provisions of Chapter 149, Section 105D of the General Laws of the Commonwealth of Massachusetts.

3. The Committee may require that an Arlington Administrators Association member remain on leave until the September following the expiration of the leave period. Any Arlington

Administrators Association member who has requested less than a two-year leave who desires an extension, will be considered for such extension provided the request is made in writing by the March 15 prior to the expiration of the current leave.

4. Upon return from maternity leave and/or parental leave, the Arlington Administrators Association member will be returned to his or her position or a similar position, except that an Arlington Administrators Association member on maternity leave shall be treated as an active employee for the purposes of reductions in force pursuant to Article XXVIII of this agreement.

5. The Arlington Administrators Association member who is on maternity leave shall be entitled to use paid sick leave to cover the period of actual physical disability due to pregnancy and/or termination thereof.

6. Family and Medical Leave Act (FMLA). The FMLA is a federal law that allows an eligible employee to take up to 12 weeks of unpaid leave to care for a newborn or newly adopted child within the first year following the birth or adoption of the child. The first eight weeks of FMLA run concurrently with the eight weeks of maternity leave allowed under MMLA. An employee who has taken eight weeks of MMLA may elect to take an additional four weeks of unpaid leave under FMLA.

a. During the unpaid portion of FMLA, the School Committee will maintain the employee's existing health insurance, dental insurance and other benefits. The employee will continue to be responsible for the employee's percentage of the health insurance and other insurance premiums.

b. In accordance with the FMLA, the Superintendent may require that a teacher remain on leave until the conclusion of the school year if the termination of the leave of absence falls within the last three weeks of the school year.

1. 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.

C. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the Arlington Administrators Association member's immediate family. Additional leave may be granted at the discretion of the Committee.

D. The Committee will grant a leave of absence without pay or increment to any Arlington Administrators Association member to campaign for public office the Committee will permit leave for one term not to exceed six (6) years.

E. After five (5) years' continuous employment in the Arlington School System an Arlington Administrators Association member may be granted a leave of absence without pay or increment

for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.

F. Any Arlington Administrators Association member 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 a complete recovery from such illness.

G. Other leaves of absence without pay or increment may be granted by the Committee.

H. All benefits to which an Arlington Administrators Association member is entitled to at the time of his/her leave of absence commenced, including unused sick leave, will be restored to the Arlington Administrators Association member upon his/her return, and he/she shall be assigned a position which best suits the needs of the school system.

I. All requests for extension or renewal of leaves shall be submitted in writing. The Committee reserves the exclusive right to grant such requests. An Arlington Administrators Association member's entitlement to his/her position upon return from such extension or renewal will be arranged on an individual basis.

J. An Arlington Administrators Association member who works at least one half (1/2) of the work year for which leave of absence is taken shall receive credit for that year for the purposes of placement on the salary schedule.

K. An Arlington Administrators Association member on leave under this Article shall notify the Superintendent in writing by March 1 of the year in which the leave ends of the Arlington Administrators Association member's intention to return.

L. Where applicable in this and all other relevant articles the minimum requirements of the Family and Medical Leave Act of 1993 will apply.

ARTICLE XVII **Sabbatical Leave**

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

1. No more than one (1) member of Arlington Administrators Association can be absent on sabbatical leave at any one time.

2. Requests for sabbatical leave must be received by the Superintendent of Schools in such form as may be required by the Superintendent of Schools no later than December 31, and action must be taken on such requests no later than April 1 of the year preceding the year for which the sabbatical leave is requested.

3. The Arlington Administrators Association member has completed at least seven (7) consecutive full school years in the Arlington School System.

4. An Arlington Administrators Association member's sabbatical leave will be paid at one-half (1/2) their salary rate. Successful applicants having one-half year sabbatical will receive the full salary to which they would have been entitled during the one half year period.

5. The Arlington Administrators Association member will agree in writing to return to employment in the Arlington school system for one (1) year for a semester's leave and for two (2) years for a year's leave. Otherwise an Arlington Administrators Association member must repay in full all monies received or as otherwise decided by the Committee.

ARTICLE XVIII
Professional Development
and
Educational Development

A. After an Arlington Administrators Association member has attained tenure, the Committee will reimburse the cost of tuition up to twelve (12) credits per year paid at the average of the state college rate for classes taken at accredited universities, colleges, or professional training schools provided the individual involved is accepted by the institution as a candidate for a Master's program and approved in advance by the Superintendent of Schools. Holders of a Master's degree or higher may be reimbursed at the average of the state college rate as above for courses taken in an accredited institution and not in a degree program, but with prior approval of the Superintendent of Schools. Reimbursement to an Arlington Administrators Association member will be made no later than one (1) year after the course has been completed, and sooner, if possible, depending upon availability of budget funds. No reimbursement will be made for those on sabbatical leave.

B. The Committee may pay reasonable expenses (including fees, meals, lodging and/or transportation) incurred by an Arlington Administrators Association member who attend workshops, seminars, or other professional improvement sessions at the request and/or advance approval of their supervisor with the approval of the Superintendent and provided there are sufficient funds in the budget.

ARTICLE XIX
Legal Assistance

A. An Arlington Administrators Association member will report all cases of assault suffered by them in connection with their employment to their immediate supervisor and the Superintendent in writing.

B. The report will be forwarded to the Committee, which will comply with any reasonable request from the Arlington Administrators Association member for information in its possession,

relating to the incident or persons involved, and will act in appropriate ways as liaison among the Arlington Administrators Association member, the police, and the courts.

C. If criminal or civil proceedings are brought against an Arlington Administrators Association member alleging that he/she committed an assault within the scope of his /her employment, the Committee will furnish legal counsel to defend him/her in such proceeding if he/she requests such assistance and provided the Committee has the legal authorization to employ such counsel. The rights of an Arlington Administrators Association member to indemnification in certain actions and claims and to legal assistance will be governed by Massachusetts General Laws, Chapter 258, Section 2.

ARTICLE XX

Personal Injury Benefits

A. Whenever an Arlington Administrators Association member is absent from school as a result of personal injury caused by an accident or an assault occurring within the scope of his/her employment, he/she will be paid his/her full salary (less the amount of any workmen's compensation award made for temporary disability due to said injury)

B. The Committee will make every effort to reimburse the Arlington Administrators Association member for:

1. Any clothing or other articles of personal adornment or educational equipment or material (authorized in writing to be used) which is damaged or destroyed while acting within the scope of his/her 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 is 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 any medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury within the scope of his/her 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 the Human Resources Office.

B. The Committee will provide a \$5,000 term life insurance plan or the type presently available to staff.

C. In order to provide a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment Arlington Administrators Association members may contract with the Committee pursuant to Section 37(b) of Chapter 71 of the general Laws of Massachusetts for the purchase of such annuity as part of his/her employment compensation. The Arlington School Committee shall not be responsible for the payroll purchase of more than one (1) annuity per person. Enrollment in a tax deferred annuity shall be accomplished annually between September 1 and October 15.

D. The Committee will continue to offer a Section 125 Plan.

E. Unit members may participate, at their own expense, in the Town's Dental plan. The plan is subject to the limitations outlined in Dental Plan documents that are available in the Human Resources Office.

ARTICLE XXII

Association Security

A. Any Arlington Administrators Association member who is not a member in good standing or who does not make an application for membership in the Association within thirty (30) days of commencement of teaching duties or within thirty (30) days following the ratification of this Agreement, whichever is later, shall as a condition of continued employment pay an Agency fee to the Association an amount equal to the current dues of the Arlington Administrators Association, provided, however, that the Arlington Administrators Association member may authorize payroll deductions for such Agency fee in accordance with Section C of this Article.

B. In the event that an Arlington Administrators Association member does not pay said Agency Fee directly to the Association or Authorize payment through payroll deductions the committee shall immediately cause the termination of employment of such Arlington Administrators Association member pursuant to Chapter 150E, Section 12 of the Massachusetts General Laws. The parties expressly recognize that the failure of any Arlington Administrators Association member to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

There will be no reprisal of any kind taken against any Arlington Administrators Association member because of his/her membership in the Association or participation in its activities.

There will be no reprisal of any kind taken by Arlington Administrators Association against an administrator because of his/her lack of membership in the Association or lack of participation in its activities.

C. The Committee agrees to deduct from the salaries of its Arlington Administrators Association members dues for the Arlington Administrators Association. Arlington Administrators Association members individually and voluntarily authorize the Committee to

deduct and to transmit all monies promptly to the Treasurer of the Arlington Administrators Association. An Arlington Administrators Association member's authorization shall be in writing on a form provided by the Association and shall be deemed valid until said Arlington Administrators Association member presents written notification to the Committee sixty (60) days in advance of September 19 of his/her intent to discontinue such authorization. Said deduction shall be made in equal installments from salary payments made between November 1 and June 30.

D. The Association named above in Section A 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 thirty (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 Associations named in Section C above.

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

G. The Committee will implement and make available to all administrators the same "cafeteria" plan benefits made available to other school personnel.

ARTICLE XXIII Curriculum and Textbooks

A. The Committee subscribes to the principle that an Arlington Administrators Association member's involvement in the development, implementation, and reassessment of curriculum and educational goals is a prime necessity in order to provide the best possible programs for the students of Arlington. To this end, Arlington Administrators Association members will participate in the development, implementation and reassessment of existing curriculum and educational programs.

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

C. The Assistant Superintendent shall be consulted by personnel of the Arlington Administrators Association about selection of textbooks.

D. 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 part or portions thereof. In the event of such occurrence, the parties agree to meet immediately, and, if possible, negotiate substitute provisions for such part or portions rendered or declared illegal or invalid. The remaining parts shall remain in full force and effect.

ARTICLE XXV
General

- A. Arlington Administrators Association members will be entitled to full rights of citizenship and no religious or political activities of any Arlington Administrators Association member or lack thereof outside the classroom will be grounds for discipline or discrimination with respect to the professional employment of such Arlington Administrators Association member.
- B. The Association will be provided with copies of approved minutes of official Committee meetings and other printed material of a public nature that are distributed to Committee members at official meetings as soon as possible after such Committee 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 the responsibility for printing forty (40) copies of this Agreement. The cost for such printing shall be equally shared by the parties. The School Committee will be given fifteen (15) copies.
- D. The Arlington School Committee shall reimburse each administrator for the recertification fees up to \$200 during the length of this contract.

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 XVII
Arlington Administrators Association
Member Evaluations

A. The purposes of an Arlington Administrators Association member's evaluation are the continuing improvement of the Arlington Administrators Association member's performance in rendering services to the school system and a vehicle by which personnel decisions shall be made. Both Arlington Administrators Association members 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 observation of the work performance of an Arlington Administrators Association member will be conducted openly and with full knowledge of the Arlington Administrators Association member. The School Committee will observe the provisions of G.L. Chapter 71, Section 42C regarding Arlington Administrators Association members' personnel folders.

2. Any complaints regarding any Arlington Administrators Association member made to a member of the Administration or School Committee by any parent shall be called promptly to the attention of the person before any disciplinary action is taken.

3. Each Arlington Administrators Association member who is subject to a formal evaluation shall affix his or her signature to the evaluation and may add any comment that he or she 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 Arlington Administrators Association member 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, then the member involved will be given an opportunity to review the material. If the member chooses to do so, he or she may submit any statement or response concerning that material, which shall be filed along with the alleged derogatory material in the member's personnel folder.

B. No Arlington Administrators Association member 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 dismissals or non-renewal contracts.

C. The parties will follow the Massachusetts Model System for Educator Evaluation in Evaluating Administrators [Appendix B]. The parties agree to meet annually to discuss the Evaluation System and make any changes necessitated by law or that the parties determine necessary.

If there is not a relevant rubric for a position in the bargaining unit, the Administrator and Primary Evaluator may develop an appropriate rubric at the beginning of the school year.

D. Evaluation and observation procedures shall be carried out in a manner which is fair under all circumstances.

E. It is hereby acknowledged by the parties that the setting of professional goals by administrators is important and is intended to have a positive impact on the quality of education in the Arlington Public Schools. Goal setting will be conducted consistent with the Model System of Educator Evaluation.

ARTICLE XXVIII Reduction In Staff

A. In the event it becomes necessary to reduce the number of Arlington Administrators Association members within the School System to the extent provided by statute, then no tenured Arlington Administrators Association member shall be laid off if there is a non-tenured Arlington Administrators Association member serving in a position which the tenure Arlington Administrators Association member is qualified to fill.

B. In determining the order in which Arlington Administrators Association members shall be laid off within a discipline and within separate groups of tenured and non-tenured Arlington Administrators Association members, seniority as defined below shall prevail unless the Committee determines there is a significant difference in the Arlington Administrators Association member's performance as evidenced by evaluations during the previous five (5) years. (The five year period is to include the year the determination is made.)

C. Ties on the seniority list shall be broken in the following manner:

1. One point shall be granted an Arlington Administrators Association member (if there are ties within the tied group of Arlington Administrators Association members) in each of the following:

- a. The greatest number of certifications;
- b. The highest academic lane on the salary scale.
- c. The greatest number of total years of public school experience. The same rules which govern placement on the seniority list within the Arlington Public Schools will govern the crediting of public school experience.
- d. The needs of the System as defined by the superintendent and/or his/her designee. The awarding of this point will not be subject to the grievance procedure or arbitration.

2. All of the points awarded above shall be totaled for each Arlington Administrators Association members. The Arlington Administrators Association member with the least number of points will be laid off first, and the Arlington Administrators Association member with the greatest number of points will be recalled first.

3. If, after all the points have been added, there is still a tie for a layoff or a recall, that tie will be broken by lottery.

4. Other guidelines for the process are:

- a. The system will be used on one case at a time.
- b. Grandfathered personnel will receive credit for certifications in disciplines in which they taught at least one year.
- c. Records must be updated by the individuals by written notice by February 1, with official verification by April 1.

D. In determining whether a significant difference in evaluations exists, the Arbitrator shall not substitute his or her own judgment for that of the Committee unless it is determined that the Committee has not demonstrated that its decision was made on a reasonable basis. The evaluation shall be considered by the Arbitrator as an accurate reflection of the Arlington Administrators Association member's performance and shall not be subject to contrary testimony.

E. Continuous employment in Arlington Public Schools including leaves of absence for which salary credit is granted, shall be used to determine seniority.

F. For the purposes of this Article example of discipline categories are:

1. Deans and Assistant Principals at individual levels.
2. Supervisors, Department Chairs, and Directors of individual disciplines.

G. Except in unusual circumstances, an Arlington Administrators Association member so affected by a reduction in staff shall be notified by April 15 of the School year preceding the school year in which the reduction is to be effected, but in no event later than May 15.

H. Arlington Administrators Association members who are on layoff because of reduction in staff, shall, for the first twenty six (26) months after the effective date of the layoff retain recall rights to fill vacancies and new positions, and they will be eligible for all group rates on health insurance. During the recall period, Arlington Administrators Association members who have been laid off shall be given preference on the substitute list if they so desire.

I. While members of the bargaining unit remain on layoff, the Committee agrees not to hire any new Arlington Administrators Association members unless no Arlington Administrators Association member is qualified to fill a position.

J. The status of Arlington Administrators Association members with respect to professional status shall not be altered by layoff. Professional status Arlington Administrators Association members who are recalled shall be recalled with professional status, and non-professional status Arlington Administrators Association members shall be credited with all prior service within the system for purposes of establishing three years of continuous service toward professional status.

All Arlington Administrators Association members, if recalled, will be credited with all benefits accrued up to the time of layoff.

K. The term "qualified" as used in this Article shall be interpreted so as to be consistent with the term "qualified" in chapter 71, Section 42 of the Massachusetts General Laws

L. A Seniority List will be provided to the Association by January 1. It will be updated annually.

M. Arlington Administrators Association members with teaching responsibilities shall have the right to return to Unit A and be credited for seniority purposes with his/her total years of experience in Arlington. The displaced Arlington Administrators Association member will be subject, at that time, along with other Unit A members, to Article XXVIII, R.I.F. provisions of the Unit A contract.

ARTICLE XXIX Civil Rights

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

ARTICLE XXX Duration

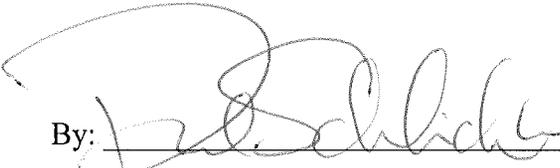
A. This Agreement shall become effective as of September 1, 2015, and shall continue in full force and effect until August 31, 2018, and shall continue from year to year thereafter unless either party notifies the other by written notice prior to October 15, 2017 (or any subsequent October 15 thereafter), of its intention to modify or to terminate the Agreement. Said notice shall include a full statement of items to be discussed. 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.

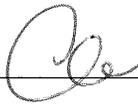
B. If the Committee and the Association have failed to reach Agreement by December 1, under the reopening or modification they jointly, or either of them separately, may petition the State Department of Labor to initiate the statutory impasse procedures in accordance with the provisions of Chapter 763 of the Acts of 1965.

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

ARLINGTON SCHOOL COMMITTEE

ARLINGTON ADMINISTRATORS
ASSOCIATION

By: 
Chairperson, School Committee

By: 
AAA President

Date: Sept 24, 2015

Date: 9/24/15

Appendix A

Salaries

POSITION	NAME	DAYS WORKED	FTE	2015-2016 SALARY	2016-2017 SALARY	2017-2018 SALARY
DIRECTOR OF VISUAL ART SECONDARY SPECIAL EDUCATION	ARDITO, DAVID	205	0.4	46253.36	47178.43	48122
COORDINATOR FOOD SERVICE	BENNETT, LYNN	205	1	95910.7	97828.91	99785.49
DIRECTOR OF HEALTH AND WELLNESS	BOUCHER, DENISE	205	1	89779.75	91,575.35	93406.85
DIRECTOR OF ELL ELEMENTARY SPECIAL EDUCATION	BOUVIER, CINDY	205	0.2	18322	18688.44	19062.21
COORDINATOR DIRECTOR OF MATHEMATICS	BRUZZESE, CARLA	205	1	95217.7	97122.05	99064.5
DIRECTOR OF SOCIAL STUDIES	CARLSON, CHRIS	205	1	94080.2	95961.8	97881.04
METCO DIRECTOR	COLEMAN, MATTHEW	205	1	99465.56	101454.87	103483.97
HIGH SCHOOL DEAN	CONKLIN, DENNY	205	1	91611.75	93443.985	95,313
ATHLETIC DIRECTOR MIDDLE SCHOOL	CREDLE-THOMAS, MARGARET	205	1	89779.75	91,575.35	93406.85
ASSISTANT PRINCIPAL SUPERVISOR OF NURSES	DILORETO, ROB	205	1	115754.7	118069.79	120431.19
ASSISTANT PRINCIPAL MIDDLE SCHOOL	DLUGOLECKI, MELISSA	205	1	86807.25	88,543.40	90314.26
ASSISTANT PRINCIPAL ELEMENTARY SPECIAL EDUCATION	FLOOD, JACK	205	1	91038.75	92859.53	94716.72
COORDINATOR DIRECTOR OF ENGLISH	FRANCHI, SUE	193	1	93385.7	95253.41	97158.48
DIRECTOR OF WORLD LANGUAGE	MCCARTHY, BILL	205	1	96273.8	98199.28	100163.26
ASSISTANT PRINCIPAL EARLY CHILDHOOD	MURPHY, MAUREEN	205	1	91038.75	92,859.53	94716.72
COORDINATOR DIRECTOR OF WORLD LANGUAGE	PARKIN, JILL	205	1	94080.2	95961.8	97881.04
ASSISTANT PRINCIPAL MIDDLE SCHOOL	PERRY, DEB	205	0.9	89515.98	91306.3	93132.43
ASSISTANT PRINCIPAL ELEMENTARY SPECIAL EDUCATION	RITZ, CATHERINE	205	1	95217.7	97122.05	99064.5
COORDINATOR HIGH SCHOOL DEAN	SALVATORE, WENDY	205	1	91038.75	92859.53	94716.72
DIRECTOR OF SCIENCE	SCHLENGER, JOYCE	205	1	94080.2	95,961.80	97881.04
	TIVNAN, RONI	205	1	99441.02	101429.84	103458.44
	WEATHERS, LARRY	205	0.65	67101.16	68443.18	69812.05

Appendix B
Evaluation
Arlington Effective Educator Development System

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1) **Purpose of Educator Evaluation**

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

iv) To assure effective teaching and administrative leadership, 35.01(3).

2) **Definitions**

A) **Administrator:** Inclusive term that applies to all Administrators covered by this article, unless otherwise noted. Administrators may include individuals who serve in positions involving teaching and other direct services to students.

B) **Artifacts of Professional Practice:** Products of an Administrator's work and staff and student work samples that demonstrate the Administrator's knowledge and skills with respect to specific performance standards.

C) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Administrative Leadership Practice (603 CMR 35.04).

D) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

E) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Administrator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

- i) **Developing Educator Plan** shall mean a plan developed by the New Administrator and the Evaluator for one school year or less.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Administrator for Experienced Administrators who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Administrator and the Evaluator of one school year or less for Experienced Administrators who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Experienced Administrators who are rated unsatisfactory with goals specific to improving the Administrator's unsatisfactory performance. In those cases where an Administrator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- F) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
 - G) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
 - H) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Administrator will have one primary Evaluator at any one time responsible for determining performance ratings.
 - i) **Primary Evaluator** shall be the person who determines the Administrator's performance ratings and evaluation. This person, who may also be known as the **Supervising Evaluator**, shall be the person responsible for developing the Educator Plan, supervising the Administrator's progress through formative assessments, evaluating the Administrator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan.
 - ii) **Administrators Assigned to More Than One Building:** The superintendent or designee will determine who the primary evaluator is for each Administrator who is assigned to more than one building.
 - iii) **Notification:** The Administrator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Administrator.
 - I) **Evaluation Cycle:** A five-component process that all Administrators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
 - J) **Experienced Administrator:** An administrator who has completed three school years in the same position in the district.

- K) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- L) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- M) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Administrator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Administrative Leadership Practice, or both.
- N) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator Plan. A goal may pertain to any or all of the following: Administrator practice in relation to Performance Standards, Administrator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Administrators, by the Evaluator, or by teams, departments, or groups of Administrators who have the same role.
- O) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE.
- Q) **New Administrator:** An administrator who has not completed three years in the position in the district.
- R) **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Administrator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. School or worksite observations conducted pursuant to this article must result in feedback to the Administrator. Normal supervisory responsibilities of evaluators will also cause them to drop in on other activities in the school or worksite at various times as deemed necessary by the evaluator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Administrator, are not observations as defined in this Article.
- S) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Administrators covered by this agreement for purposes of collective bargaining ("AAA").
- T) **Performance Rating:** Describes the Administrator's performance on each performance standard and overall. There shall be four performance ratings:

§ Exemplary: the Administrator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that

practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

§ Proficient: the Administrator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

§ Needs Improvement: the Administrator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

§ Unsatisfactory: the Administrator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Administrator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

U) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.04.

V) **Professional Status:** Professional Status is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

W) **Rating of Administrator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Administrator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by May 2013.

X) **Rating of Overall Administrator Performance:** The Administrator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Administrator's performance against the four Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan, as follows:

- i) **Standard 1:** Instructional Leadership
- ii) **Standard 2:** Management and Operations
- iii) **Standard 3:** Family and Community Engagement
- iv) **Standard 4:** Professional Culture
- v) **Attainment of Professional Practice Goal(s)**
- vi) **Attainment of Student Learning Goal(s).**

When the four Standards of Effective Administrative Leadership Practice are referenced, it is understood that they may be supplemented or substituted in part in the Educator Plan by appropriate Standards of Effective Teaching Practice for those administrators who also serve as teachers or caseload educators, at the discretion of the evaluator.

Y) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Administrative Leadership Practice are used to rate Administrators on Performance Standards, as are Standards and Indicators of Effective Teaching Practice in cases where the Administrator teaches. These rubrics consist of:

- i) **Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.04, and, where appropriate 35.03
 - ii) **Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.04, and where appropriate 35.03
 - iii) **Elements:** Defines the individual components under each indicator
 - iv) **Descriptors:** Describes practice at four levels of performance for each element
- Z) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Administrator's performance against Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan.
- AA) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- BB) **Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Administrator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Administrator:

- A) **Multiple measures of student learning, growth, and achievement, which shall include:**
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or ACCESS gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Administrator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) The appropriate measures of the Administrator's contribution to student learning, growth, and achievement shall be set by the district. The measures set by the district should be based on the Administrator's role and responsibility.

- B) Judgments based on observations and artifacts of practice including, but not limited to:
 - i) Unannounced observations of practice of any duration.
 - ii) Examination of Administrator work products.
 - iii) Examination of student and educator work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Administrator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator Plan, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s); and
 - iv) Any other relevant evidence from any source that the Evaluator shares with the Administrator. Other relevant evidence could include information provided by other administrators, principals and/or the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Administrator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE. For Administrators who are in positions for which the rubrics provided by ESE do not apply, the Administrator and his/her evaluator will develop comparably rigorous and comprehensive rubrics by October 1. Those rubrics will address the standards and indicators applicable to the position.

5) **Evaluation Cycle: Training**

A) By November 1st, each new Administrator shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent. Any Administrator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent or designee shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

A) At the start of each school year, the superintendent or designee shall conduct a meeting for Administrators focused substantially on Administrator evaluation. The superintendent or designee shall:

- i) Provide an overview of the evaluation process, including goal setting and the Educator Plan.
- ii) Provide all Administrators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii) The meeting may be digitally recorded to facilitate orientation of Administrators hired after the beginning of the school year.

7) **Evaluation Cycle: Self-Assessment**

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Administrator completing a self-assessment.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of Effective Leadership practice and any relevant Standards of Effective Teaching Practice, using the district's rubric(s).

(c) Proposed goals to pursue:

(1st) At least one goal directly related to improving the Administrator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

i) Administrators must consider goals for grade-level, subject-area, department teams, school-level teams, district-level teams, or other groups of Administrators who share responsibility for student learning and results, except as provided in (ii) below. Administrators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal setting process, school and or district leaders will provide educators with assessment data, analysis, and copies of school and district goals.

ii) For New Administrators in their first year in a position, the Evaluator or his/her designee will meet with each Administrator by October 1st (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after September 10th) to assist the Administrator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii) Unless the Evaluator indicates that a New Administrator in his/her second or third years in the current position should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, they may address appropriate shared team or individual goals.

iv) For Experienced Administrators with ratings of proficient or exemplary, the goals may be team or individual goals. In addition, these Administrators may include individual professional practice goals that address enhancing skills that enable the Administrator to share proficient practices with colleagues or develop additional leadership skills.

v) For Experienced Administrators with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared team or individual goals.

8) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

A) By the end of the school year, the School Committee will approve the District Goals for the following year.

B) School goals that could affect Administrator goals will be finalized by the end of the school year.

C) Every Administrator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Administrator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Administrators, by the Evaluator, or by teams of Administrators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

D) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Administrator has proposed in the Self-Assessment, using evidence of Administrator performance and impact on student learning, growth and achievement based on the Administrator's self-assessment and other sources that Evaluator shares with the Administrator. The process for determining the Administrator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

E) Educator Plan Development Meetings shall be conducted as follows:

i) Administrators meet with the Evaluator at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.

ii) For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.

F) The Evaluator completes the Educator Plan by November 1st. The Administrator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Administrator's signature indicates that the Administrator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator Plan, though the expectation is that this will be a collaborative process between the Educator and the Evaluator.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – New Administrators**

A) New Administrators in the first year in a position shall have at least four **unannounced** observations during the work year. One observation will be announced, and the other three will be unannounced.

B) In their second and third years in the position, Administrators shall have at least three observations during the work year, one announced and two unannounced.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Experienced Administrators**

A) The Administrator whose overall rating is proficient or exemplary must have at least two observations during the evaluation cycle, one announced and one unannounced.

B) The Administrator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

C) The Administrator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Administrator should take place by December 1. Observations required by the Educator Plan should be completed by June 1st, or as required by the Plan. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) **Unannounced Observations**

i) Unannounced observations may be in the form of a school site or work site visitation or any other means deemed useful by the Evaluator. Visitations may include, but are not limited to: staff meetings, team meetings, classroom visits with supervising evaluator, walkabouts within the school or department, or individual conferences with students or parents.

ii) The Administrator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Administrator in person, by email, placed in the Administrator's mailbox or entered into the on-line Evaluation Management System.

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of a similar administrative activity within 30 school days.

B) Announced Observations

i) All Experienced Administrators on Improvement Plans and other Administrators shall have at least one Announced Observation.

(a) The Evaluator shall select the date and time of the activity to be observed and discuss with the Administrator any specific goal(s) for the observation.

(b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Administrator, the Evaluator and Administrator shall meet for a pre-observation conference. In lieu of a meeting, the Administrator may inform the Evaluator in writing of the nature of the activity, the purpose served, the desired outcome, and any other information that will assist the Evaluator to assess performance

(1st) The Administrator shall provide the Evaluator a draft of the activity plan or agenda. If the actual plan or agenda is different, the Administrator will provide the Evaluator with a copy prior to the observation.

(2nd) The Administrator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Administrator as soon as reasonably practical.

(c) Within 5 school days of the observation, the Evaluator and Administrator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Administrator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Administrator with written feedback within 5 school days of the post-observation conference. For any standard where the Administrator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Administrator should take to improve his/her performance.

(3rd) Identify support and/or resources the Administrator may use in his/her improvement.

(4th) State that the Administrator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Administrators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms and administrative worksites. Evaluators are expected to give targeted constructive feedback to Administrators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Administrative Leadership Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Administrator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Administrator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may provide to the evaluator additional evidence of the Administrator's performances against the four Performance Standards.
- E) The Evaluator and the Administrator will meet to discuss the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Administrator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or entered into the Evaluation Management System.
- G) The Administrator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Administrator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating. No change in an Educator Plan can be made mid-year.

13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- A) Administrators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Administrator's

performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Administrator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.

D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Administrator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or entered into the Evaluation Management System.

E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Evaluation Report.

F) The Administrator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

G) The Administrator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

I) If the rating in the Formative Evaluation report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a summative evaluation report which must be written and provided to the Administrator by June 1st.

B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Administrator receives.

D) For an Administrator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the Administrator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review. This clause will be reviewed by the School Committee and AAA bargaining teams after guidance from DESE on rating the impact on student learning is received.

E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

F) To be rated proficient overall, the Administrator shall, at a minimum, have been rated proficient on the Instructional Leadership Standard of Effective Administrative Leadership Practice.

G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Administrator, the Administrator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.

H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face-to-face, by email or to the Administrator's school mailbox or Evaluation Management System no later than June 1st.

J) The Evaluator shall meet with the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.

K) Upon mutual agreement, the Administrator and the Evaluator may develop the Self-Directed Growth Plan for the following work year during the meeting on the Summative Evaluation report.

L) The Administrator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Administrator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

M) The Administrator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

N) A copy of the signed final Summative Evaluation report shall be filed in the Administrator's personnel file.

15) **Educator Plans – General**

A) Educator Plans shall be designed to provide Administrators with feedback for improvement, professional growth, and leadership; and to ensure Administrator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B) The Educator Plan shall include, but is not limited to:

i) At least one goal related to improvement of practice tied to one or more Performance Standards;

ii) At least one goal for the improvement the learning, growth and achievement of the students under the Administrator's responsibility;

iii) An outline of actions the Administrator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Administrator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

C) It is the Administrator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

A) The Developing Educator Plan is for all New Administrators.

B) The Administrator shall be evaluated at least annually.

17) Educator Plans: Self-Directed Growth Plan

A) A Two-year Self-Directed Growth Plan is for those Experienced Administrators who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high, depending on DESE guidelines and APS/AAA bargaining. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

B) A One-year Self-Directed Growth Plan is for Experienced Administrators who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low, depending on DESE guidelines and APS/AAA bargaining.

i) For Administrators whose impact on student learning is low, the Evaluator and Administrator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Experienced Administrators whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Administrator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.
- D) For an Administrator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Administrator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Administrator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Administrator as unsatisfactory and will place the Administrator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Experienced Administrators whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide effective leadership for students, staff and the community and provide students with the best instruction, it may be necessary from time to time to place an Administrator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 90 calendar days and no more than one school year. In the case of an Administrator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Administrator at the end of the period determined by the Evaluator for the Plan.
- D) An Administrator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Administrator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Administrator must take to improve and the assistance to be provided to the Administrator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Administrator that the Administrator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Administrator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Administrator.

- ii) The Administrator may request that a representative of the AAA attend the meeting(s).
 - iii) If the Administrator consents, the AAA will be informed that an Administrator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Administrator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Administrator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Administrator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Administrator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Administrator. The Administrator's signature indicates that the Administrator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Administrator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 15th. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Administrator has improved his/her practice to the level of proficiency, the Administrator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is making substantial progress toward proficiency, the Evaluator shall place the Administrator on a Directed Growth Plan.
 - (c) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.
 - (d) If the Evaluator determines that the Administrator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.

20. Timelines (Dates in italics are provided as guidance)

Activity:	Completed By:
Superintendent meets with evaluators and administrators to explain evaluation process	<i>Start of school year, but no later than September 15</i>
Evaluator meets with first-year New Administrators to assist in self-assessment and goal setting process Administrator submits self-assessment and proposed goals	October 1 October 1
Evaluator meets with Administrators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Administrator	December 1
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Administrators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Administrator	<i>February 15</i>
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>May 1*</i>

Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Administrators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Evaluator meets with Administrators whose ratings are proficient or exemplary at request of Evaluator or Administrator	June 10
Administrator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) Experienced Administrators on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 15 of Year 1
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Administrator signs Summative Evaluation Report	June 15 of Year 2

B) Educator Administrators on Plans of Less than One Year

i) The timeline for Administrators on Plans of less than one year will be established in the Educator Plan.

21. Career Advancement

- A) In order to attain Professional Status, the Administrator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A supervisor considering making an employment decision that would lead to Professional Status for any Administrator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The supervisor's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a promotional position within administration, the Administrator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

22. Rating Impact on Student Learning Growth

Administrators will choose two District Determined Measures (DDMs) to pilot for the 2015-2016 school year. Administrators should send their DDMs to the Assistant Superintendent. Administrators will assess these DDMs at the end of the 2015-2016 school year and may choose different DDMs for the following school year or they may keep the same DDMs.

23. Using Staff feedback in Administrator Evaluation

The Administrator shall establish an appropriate method for collecting staff feedback, determining appropriate groups or subgroups of staff to survey. The Administrator will inform staff that identifying themselves on the feedback mechanism is option. The feedback will be used solely by the Administrator to inform his or her self-assessment and goal setting for the subsequent Administrator plan.

24. General Provisions

- A) Only Administrators who are licensed as administrators may serve as primary evaluators of Administrators.
- B) Evaluators shall not make negative comments about the Administrator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit a supervisor's ability to investigate a complaint, or secure assistance to support an Administrator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.04), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Administrator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Administrator may

meet with the Evaluator's supervisor to discuss the disagreement. Should the Administrator request such a meeting, the Evaluator's supervisor must meet with the Administrator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Administrator, then no financial remedy or reinstatement shall issue if there was substantial compliance.