

MEMORANDUM OF AGREEMENT

BETWEEN

THE ARLINGTON SCHOOL COMMITTEE

AND THE

ARLINGTON EDUCATION ASSOCIATION (UNIT A)

May 23, 2013

The Arlington School Committee (hereinafter “the Committee”), and the Arlington Education Association (hereinafter “the Association”), acting subject to the ratification of this Agreement by the membership of the Committee and the Association, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the teacher evaluation language as set forth in this Memorandum.

1. All terms and provisions of the Collective Bargaining Agreement in effect from September 1, 2012 through August 31, 2015 shall, except to the extent modified by this Agreement, remain unchanged.
2. Article XXVII, Teacher Evaluation, shall be modified to provide as follows:

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

1. All observations of the work performance of any member of Unit A will be conducted openly and with full knowledge of the teacher. The School Committee will observe the provisions of G. L. C. 71, Section 42C regarding teachers' personnel folders.

2. Any complaints of a serious nature regarding any member of Unit A made to any member of the Administration or School Committee by any parent, student, or other person will be promptly called to the attention of the person.

3. Each member of Unit A shall affix his or her signature to the evaluation document and may add any comment he or she so desires. The Educator's signature does not indicate agreement or disagreement with its contents.

4. There shall be only one official personnel folder for each member of Unit A in the Superintendent's office.

5. Should any material derogatory to a currently employed member's conduct, service, or personality be placed in the member's personnel folder, the member involved will be given an opportunity to review same. If the member chooses to do so, he or she may submit a response and said statement shall be filed with the alleged derogatory material in the member's personnel folder.

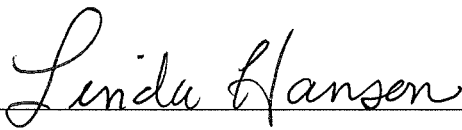
B. No teacher will be disciplined, deprived of any rights or benefits or denied any professional advantages without just cause; provided that nothing in this section will be applicable to cases involving dismissal or non-renewal of contracts.

C. If a teacher without professional teacher status is not reappointed, he shall be given, in writing, the reason of the Principal/Superintendent action.

D. Pursuant to the provisions of MGL Chapter 71, Section 38; MGL Chapter 150E; and 603 CMR 35.00 et seq., the parties have negotiated the Arlington Effective Educator Development System which is incorporated by reference herein.

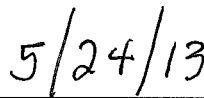
E. Evaluation and observation procedures will be carried out in a manner which is fair under all circumstances. The parties agree to establish a joint labor-management Evaluation Task Force which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties that will be subsequently bargained.

3. Appendix G - Delete Appendix G in its entirety.

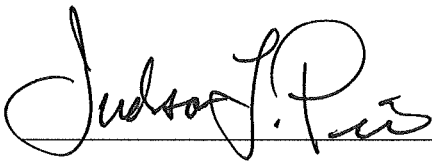


Linda Hanson

ARLINGTON EDUCATION ASSOCIATION



DATE



Judson Pierce

ARLINGTON SCHOOL COMMITTEE

DATE