Agreement

Between

Arlington School

Committee

and

Arlington Administrators Association

2022-2025
TABLE OF CONTENTS

Recognition......................................................... 2
Scope .................................................................. 2
Negotiation Procedure.............................................. 3
Grievance Procedure................................................. 4
Arbitration............................................................. 5
Salaries................................................................. 6
Advisory Board....................................................... 9
Work Year.............................................................. 10
School Calendar..................................................... 12
Non-Educational Duties............................................. 12
Assignments & Transfers......................................... 13
Vacancies & Promotions......................................... 13
Use of School Facilities.......................................... 14
Sick Leave............................................................ 14
Temporary Absence............................................... 16
Extended Leaves.................................................. 17
Sabbatical Leaves.................................................. 19
Professional Development....................................... 20
Legal Assistance.................................................... 20
Personal Injury Benefits......................................... 21
Insurance............................................................. 21
Association Security.............................................. 22
Curriculum & Textbooks.......................................... 23
Save & Separability............................................... 23
General............................................................... 24
No Strike.............................................................. 24
Member Evaluations.............................................. 24
Reduction In Staff.................................................. 26
Civil Rights.......................................................... 28
Duration.................................................................. 28
Appendix A.......................................................... 29
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 maxima unless
extended by mutual agreement.

2. If at the end of thirty days 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 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 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 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:

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.

2. All employees will receive their pay through direct deposit. The Committee may provide employees with electronic pay advices in lieu of paper pay stubs.

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.

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+ years $3,367

K. The School Committee acknowledges that coordination of administration of MCAS takes additional time above and beyond the contractual day during the regular school year. Administrators who are coordinating MCAS may submit hours worked above and beyond the regular working day to the Superintendent’s Office, and these hours may be credited towards members’ contractual work year in half-day (4 hour) increments.

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. 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 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.

The work year for all employees covered by this Agreement is 205 days. The standard work year includes 180 days students are in school, the two professional days before the student school year begins, and the professional day in the middle of the school year. The additional days are typically worked in the summer, or on non-school days with the permission of the Superintendent.

Employees working the additional 22 days must document these days by logging them into the Arlington System for tracking work days as AAA work days under the corresponding calendar year. If these days are worked over a weekend or holiday the AAA employee will communicate with the Superintendent and receive permission from the Superintendent to work those days.

The work year for all positions covered by this agreement officially begins on the first day that all staff are scheduled to report to work at the beginning of the school year, typically the end of August or beginning of September. The parties intend to transition the beginning and ending dates of their agreements so that their next contract commences on July 1, 2025 and ends on June 30, 2028. To effectuate this transition, employees will begin counting their 205 days in the work year for the first year of this Agreement on August 1, 2022; for the second year of this Agreement such counting will begin on July 15, 2023; and for the third year of this Agreement such counting will begin on July 1, 2024. New employees hired into the bargaining unit will typically have their official hire date as of the first day staff are required to report in the new school year, with the 205 days beginning to be counted on August 1, 2022; July 15, 2023; and July 1, 2024, in accordance with the immediately preceding paragraph regarding counting of the work year, again logging these days into AESOP. However, if a new employee is hired prior to August 1, 2022; July 15, 2023; or July 1, 2024, as applicable, that employee will be considered to be hired as of the date they begin working. The employee will work a prorated number of days between the date of hire and August 1, 2022; July 15, 2023; or July 1, 2024, as applicable. The number of prorated days will be determined at the time of the hire and will depend on the job the employee is hired for.
Employees who have an FTE less than 1.0 will have a prorated number of work days in proportion to their FTE.

Employees who need to work additional days beyond their contractual work year may request the Superintendent’s approval prior to working the additional days. If additional days are approved, they will be paid at the Administrator’s per diem rate. No additional days will be paid if not approved by the Superintendent.

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 one (1) class 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

   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 will place a 100 day start up to help begin 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. If a AAA member does not use all of the personal days provided for by this Section A.1 during the work year, the unused personal days shall convert to sick days in the following work year.

Arlington Administrators Association members taking personal days shall make a statement that leave is being taken pursuant to Article XV, Section A.1. 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. Parental Leave of Absence

1. An employee who has worked in the school district for at least 90 calendar days is eligible for parental leave. An eligible employee who is seeking a parental leave shall notify the Superintendent, in writing, as soon as possible and shall request a leave of absence, specifying the dates requested for the beginning and end of the leave. The notification shall be provided as far in advance as possible, but at least two (2) weeks before the leave is anticipated to begin. The purpose of such notification is to provide the administration as much opportunity as possible to make suitable arrangements for continuity with respect to the employee's assignments.
2. In accordance with the Massachusetts Parental Leave Act (MPLA), a parental leave of absence shall be eight weeks, commencing at the time of the child's birth/adoption and continuing for up to eight consecutive weeks, including holidays, vacation weeks, and weeks that include no school/work days.

3. Employees who experience health issues related to the pregnancy or childbirth, either prior to or following the birth of the child that require the employee to be absent from work may use accrued sick time. Such employee must provide adequate medical documentation.

5. Family and Medical Leave Act (FMLA). The FMLA is a federal law that allows an eligible employee to take up to 12 weeks of unpaid leave to care for a newborn or newly adopted child within the first year following the birth or adoption of the child. The first eight weeks of FMLA run concurrently with the eight weeks of parental leave allowed under MPLA. An employee who is eligible for FMLA leave and who has taken eight weeks of MPLA may elect to take an additional four weeks of unpaid leave under FMLA. FMLA leave for the birth/adoption of a child cannot be taken on intermittent basis.

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

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

    a. If the Superintendent requires the employee to remain on leave, the time is unpaid but the School Committee will maintain the employee's existing health insurance, dental insurance and other benefits. The employee will continue to be responsible for the employee's percentage of the health and dental insurance premiums.

7. If an employee wishes to extend leave beyond the period covered by MPLA and FMLA, the employee must notify the Superintendent two weeks prior to the employee's previously stated intention to return. The Superintendent will grant extensions of leave for up to a total of two consecutive school years. This extended leave will be unpaid. The employee may be eligible for COBRA continuation benefits.

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

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

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 same. If 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.

D. 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.

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

F. 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 column placement 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 August 1, 2022, and shall continue in full force and effect until June 30, 2025, and shall continue from year to year thereafter unless either party notifies the other by written notice prior to October 15, 2024 (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 July 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
Date: 9/8/2022

By: 
AAA President
Date: 9/8/2022
APPENDIX A
SALARY SCHEDULE

FY23 Salary Schedule

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