

CONTRACT

BETWEEN THE

BRIMFIELD TEACHERS'

ASSOCIATION/UNION 61

AND THE

BRIMFIELD SCHOOL COMMITTEE

2021-2024

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Pursuant to the provisions of Section 1781 of the General Laws of Massachusetts, THIS CONTRACT IS MADE, BY THE BRIMFIELD SCHOOL COMMITTEE (hereinafter sometimes referred to as the Committee) and THE BRIMFIELD TEACHERS' ASSOCIATION (hereinafter sometimes referred to as the Association).

ARTICLE I
Preamble

Recognizing that our prime purpose is to provide education of the highest quality for the children of Brimfield, and that good morale within the teaching staff of Brimfield is essential to achieving that purpose, we, the undersigned parties to the Contract, declare that:

- A. Under the law of Massachusetts, the Committee elected by the citizens of Brimfield, has final responsibility for establishing the educational policies of the public school of Brimfield.
- B. The Superintendent of School of Union 61 (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- C. The teaching staff of the public school of Brimfield has responsibility for providing in the classrooms of the school education of the highest possible quality.
- D. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE II
DURATION

This agreement shall be effective from **July 1, 2021 through June 30, 2024** and shall thereafter automatically renew itself for successive terms of one (1) year unless by the December 1st next prior to expiration of the contract year involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this contract.

ARTICLE III
RECOGNITION

A. Definition of Employee Unit

1. It is understood and agreed that the Committee, acting in accordance with the authority of Section 4 of Chapter 150-E of the Massachusetts General Laws, has recognized the Association as the exclusive representative for purposes of collective bargaining of the Town of Brimfield School Department employee unit identified as follows:

All teaching personnel employed by the Brimfield School Committee who hold licenses under Chapter 71 of the Massachusetts General Laws, and all other personnel who hold such licenses and who perform a school-related function such as librarians, reading coordinators, guidance counselors, reading specialists, therapists, integration specialists, psychologists, adjustment counselors, and school nurses.

2. Unless otherwise indicated, the employees in the above unit will hereinafter be referred to as the "teachers."
3. Excluded from the unit, the Superintendent, Associate and Assistant Superintendents, Principals, Assistant Principals, permanent substitutes, day to day substitutes, and all other employees of the Municipal Employer.

B. Scope

1. If any part of this contract is judged illegal, all other parts will remain in effect.
2. Nothing in this Agreement shall be deemed to derogate from, or impair any power, right or duty conferred upon the School Committee and the Superintendent by statute or rule or regulation of the Commonwealth.
3. This Agreement is a complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that relations between them shall be governed by the terms of this Agreement. No prior agreement or agreements have been reduced to writing and duly executive by both parties subsequent to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of. Neither the Committee nor the Association shall be under any obligation to discuss any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE IV
NEGOTIATION PROCEDURE

- A. Either party may initiate a request to enter into negotiations over the terms of a successor agreement by December 1st of the year preceding the year in which the agreement expires. Negotiations will commence by February unless an extension is agreed to by both parties. If a new agreement has not been reached prior to the expiration of the current agreement, then the provisions of the current agreement shall be maintained in full force and effect until such time as the parties execute a successor agreement.
- B. Notwithstanding any other provisions in this Contract to the contrary, and in the event that the School Committee considers any change in the provisions of Paragraph A above, it will negotiate such change directly with the Association. During negotiations meetings between the parties, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. All pertinent records and information within the Committee's possession will be made available for inspection to the Association. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations. Any agreement reached will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement. If the negotiations results in impasse or if either party is dissatisfied with the progress of negotiations, resolution of the impasse will be sought in conformity with provisions of the collective bargaining law. The Committee will not adopt a change in the provisions of Paragraph A above until negotiations on the proposed change have been completed and an agreement with the Association consummated.

ARTICLE V
GRIEVANCE PROCEDURE

- A. A grievance shall mean a complaint, a violation, misinterpretation, or inequitable application of any of the provisions of this contract. As used in this section, the term "member" shall mean also a group of members having the same grievance.
- B. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions

to those problems which from time to time arise and affect the wages, hours, and conditions of employment of the employees covered by this Contract. The Committee and the Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract shall prevent any such employee from individually presenting any grievance of the employee.

C. Level One

Employees are encouraged but not required to discuss alleged violations with the appropriate intermediate supervisor prior to filing a grievance at Level One, however, such informal discussions, if they occur, shall not operate so as to extend the time limits set forth herein. The grievance shall be presented in writing by the aggrieved employee to the employee's Principal. The Principal's determination of the grievance shall be in writing to the grievant and the Superintendent.

D. Level Two

If the grievance shall not have been disposed of to the employee's satisfaction within five (5) working days after submission to Level One, the grievance may be filed in writing with the Superintendent, who shall, within five (5) working days after receipt of the Level Two grievance, meet with the aggrieved employee, and or a representative from the Brimfield Teachers' Association in an effort to settle the grievance. The Superintendent's determination of the grievance shall be in writing to the grievant and the Chairman of the School Committee.

E. Level Three

If the grievance shall not have been disposed of to the employee's satisfaction within five (5) working days after the meeting with the Superintendent, as provided in Level Two above, the grievance may be filed in writing with the School Committee who shall meet with the aggrieved employee, and/or a representative from the Brimfield Teachers' Association within fifteen (15) working days or by the next regularly scheduled school committee meeting after receipt of the Level Three grievance in an effort to settle the grievance. At this level, both parties may bring in a representative of their choice. The School Committee's determination of the grievance shall be in writing to the grievant, within ten (10) working days. Level Three of the grievance procedure shall apply only to those grievances which are within the jurisdiction of the School Committee after the Education Reform Act of 1993. If the Committee determines that a grievance is not within its jurisdiction, it shall so notify the Association at which point the Association shall have the option to appeal the decision as provided under Level Four. Such appeals shall be made within ten (10) working days of notification by the School Committee.

F. Level Four

If the grievance is not resolved at Level Three, the Association may appeal the grievance to arbitration through the American Arbitration Association (AAA), in accordance with the rules of the AAA. Such an appeal must be filed within ten (10) working days of the decision or notification under Level Three. The authority of an arbitrator hereunder shall be limited to determining whether a specific provision of this Agreement has been violated and the arbitrator shall have no authority to modify, add to or delete any term of this Agreement. Arbitration fees shall be shared equally between the parties.

G. If at the end of the fifteen (15) working days next following the occurrence of any grievable dispute, or the date of first knowledge of its occurrence by any employee affected by it, a grievance shall not have been presented at Level One of the procedure set forth above, the

grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore.

- H. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure, beginning at Level Two, under which the grievance shall be considered.
- I. No written communication, other document, or record relating to the grievance shall be filed in the personnel file maintained by the School Department of Brimfield for any employee involved in presenting such grievance. Only the subject matter which is proper material for inclusion in a teacher's personnel file, apart from the grievance procedure, shall be filed. If material which is included in the personnel file is grieved, it will only be removed from the file if it is the determination of the grievance to do so.
- J. If in the judgment of the Association the grievance does not fall under the jurisdiction of the building principal or a grievance affects a group or class of teachers, the Association may submit such a grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two, provided, however, that the presentation shall be made by no more than three (3) persons.
- K. Times for meeting to discuss grievances shall be scheduled outside of school hours unless, in the judgment of the Superintendent, a meeting during school hours is desirable to facilitate production of appropriate information.
- L. For any grievance not resolved by the last working day of the school year or for any grievance initiated during the month of June, the phrase "working days" shall no longer apply and the phrase "week days" shall apply until the first working day of the next school year. In the event the Principal and/or Superintendent or the grievant cannot meet said schedule, the parties agree to provide for flexibility during the summer schedule. The grievance shall be heard at Level Three by the School Committee at their next regular meeting.

ARTICLE VI EMPLOYMENT AND PLACEMENT

- A. A teacher upon initial employment in the Brimfield School(s) of School Union 61* will be placed on a step in the salary schedule as recommended by the Superintendent. Consideration will be given to all full time public or private school teaching experience. Consideration also will be given to full time substitute teaching experience where the candidate has assumed full professional responsibility for a regular teaching position for a period equal to or greater than 93 consecutive school days.
- B. A teacher upon initial employment in Brimfield, with the recommendation of the Superintendent and the approval of the School Committee, will receive 1/2 credit on the salary schedule for each year in military service or Peace Corps/AmeriCorps. For national service other than the military or Peace Corps/AmeriCorps, credit will be determined by the Superintendent provided such service follows the teacher's college training. Such service will be credited to a maximum of three (3) years with ten months equal to one year. This decision will not be grievable or arbitrable.

- C. To assure that pupils are taught by highly qualified teachers, teachers will not be assigned classes outside the scope of their Teaching License beyond the extent allowable by law.
- D. Transfer
A teacher who is being transferred involuntarily will be notified in writing. The Principal will meet with the teacher to discuss the transfer if such a meeting is requested.
- E. All regular part-time employees shall receive benefits, other than insurance benefits, on a pro-rata basis relative to the full time equivalency. All pro rated personal days will be rounded up to the nearest one quarter day.

ARTICLE VII
QUALIFICATIONS FOR INCREMENTS

- A. Annual step and lane increases based on the existing salary schedule shall be included in the budget for each teacher. These step increments for each teacher are not automatic, but are contingent upon satisfactory service which shall be determined by the Superintendent and the Principal. Such step and lane increments shall become effective at the start of each school year if documentation on lane movement has been received by August 1. Documentation received by October 1 will receive 100% of lane increase and documentation received by February 1 will receive 50% of lane increase.
- B. Teachers must have been on the payroll in Brimfield during the prior year for a minimum of ninety-three work days to be eligible for advancement on the salary schedule the following August.
- C. Courses outside a M.A., M.Ed., or a Doctorate program are to be approved in advance by the respective Principals. Courses related to the teacher's Individual Professional Development Plan, the School Improvement Plan, District Improvement Plan, approved graduate program, or applicable for licensing or relicensing, will be approved by the Principal. If questionable cases arise between the Principal and the teacher, the Superintendent will be consulted.
- D. The tuition cost for professional improvement courses related to the teacher's Individual Professional Development Plan, the School Improvement Plan, District Improvement Plan, approved graduate program, or required for licensing shall be reimbursed up to the actual cost, not to exceed the cost of a three (3) credit course at Worcester State College. Each teacher is eligible for one course reimbursement per year.
 - 1. A maximum of ten course reimbursements will be funded each year. Teachers must get course pre-approval from their principal in order to be eligible to receive reimbursement.
 - 2. In order to receive the above stated reimbursement, the grade must be a B or better or Pass in the case of a Pass/Fail course. Reimbursement will be paid through accounts payable following submission of the required documentation after the next regularly scheduled school committee meeting.
 - 3. The Association will conduct a lottery to determine which ten (10) eligible teachers will be reimbursed. After successful completion of an approved course, teachers may submit their name to their building representative who will conduct the lottery. There will be two drawings: January 15th and June 15th. Five (5) individuals will be selected at each

drawing. Teachers who were selected for reimbursement at one lottery session may not enter the next lottery UNLESS there are fewer than five (5) entries. They will then be eligible only for the number of slots not awarded to new entries (i.e. if there are only three (3) entries, previous winners can submit their entry for the remaining two (2) slots.)

ARTICLE VIII TEMPORARY LEAVES OF ABSENCE

Teachers, with the Superintendent and/or Principal's permission may be granted time off without loss of pay, to attend conferences, meetings or to visit other schools for educational/professional purposes. Teachers will be reimbursed for travel at the allowable IRS rate per mile, for meals, accommodations and other legitimate expenses incurred within the scope of the aforementioned, provided such expenditures are substantiated by vouchers submitted through the Superintendent's Office.

Excluded from the above are in-service programs, workshops, etc., within School Union 61 that are required by the Superintendent.

A. Personal Leave

Two (2) days leave of absence for personal matters which require absence during school hours. Staff that work half time (.5) or more will have personal days pro-rated to the nearest quarter day (.25) higher. Except for emergencies application for personal leave will be made at least forty-eight (48) hours before taking such leave. Personal leave requests immediately preceding or immediately following regularly scheduled vacations or holidays will not be granted unless petition is made to the Superintendent to grant such leave based on extenuating circumstances. The Superintendent may at his or her discretion grant such leave based on these circumstances. Unused personal days will either be reimbursed at ~~\$50.00~~ **\$60.00** per day or rolled over into sick leave at the conclusion of a school year. Members must notify the Superintendent by June 1 of their decision to either receive the reimbursement or roll over. If you do not notify by June 1 they will roll over into sick days.

This leave will be non-cumulative. Included in this provision are:

1. Religious observances (up to two days of absence from school duties without loss of salary for religious holidays not regularly included in the school holiday schedule).
2. Personal business upon approval of the Superintendent. (1/183 of the teacher's annual salary will be deducted if an unapproved personal day is taken.)
3. In extenuating circumstances, the Superintendent may grant additional personal leave. The Superintendent's decision will be final and it will not be able to be grieved or arbitrated.

B. Bereavement Leave

1. In the event of death of a member of the immediate family, five (5) consecutive school days will be granted without loss of pay, this leave to take effect from the date of death. Immediate family includes husband, wife, father, mother, step parents, father-in-law, mother-in-law, child, brother, sister, step brother, step sister, brother-in-law, sister-in-law, grandfather and grandmother, stepchild, foster child, and domestic partner.
2. In case of the death of a relative of the second degree, the teacher shall be entitled without loss of pay to the day or part of the day thereof necessary to attend the funeral. Relatives

of the second degree include uncles, aunts, nephews, nieces, cousins, grandchildren and in-laws other than those mentioned above. If a relative of the second degree resides in the teacher's home a second day may be granted. Also included would be a close personal friend.

3. In extenuating circumstances, the Superintendent may grant additional bereavement leave. The Superintendent's decision will be final and it will not be grievable or arbitrable.

C. Jury Duty

In the event any employee covered by this Agreement is required to perform jury duty service, the employee shall be compensated the difference received from performance of jury duty service and the employee's regular salary provided the employee furnishes appropriate evidence from the court of such service and has indicated by letter to the School Committee that every effort to schedule such service during vacation or non-school time has been made.

- D. The Association will be granted up to two (2) Association days annually for designated members to attend MTA/NEA conferences, trainings, meetings or conventions.

ARTICLE IX
SICK LEAVE

- A. A full-time teacher is entitled to fifteen (15) days sick leave per year with full pay. Sick leave days may be accumulated from year to year up to a maximum of 183 days.
- B. When a teacher uses five (5) sick leave days s/he must submit, when requested by the Superintendent, a current, written professional medical statement that ill health makes absence necessary.

C. Sick Bank

In the event that a member of the Association has exhausted his/her sick leave due to a critical or long term illness or accident of said member, the Association must notify the superintendent, in writing, of its intent to activate the following provision:

The Association will solicit sick day donations from members to cover the absent employee. No member is obligated to make a donation. The Association will then assemble and provide the administration with a 30 day list (if that many days were donated) of donors in the order in which they will be charged. (i.e. Day 1 teacher A, Day 2 teacher B, Day 3 teacher C) When the first round of donated days is exhausted and if more are needed, another request for donations will be made and another 30 day list provided. This process may be repeated but will be capped at 90 days per year unless both parties agree to continue. This means that for all employees in the bargaining unit there will be only one ninety (90) day sick bank for the bargaining unit, in total, unless the Superintendent grants additional time, as outlined in number nine (9) below. The Association will take full responsibility for soliciting the days and providing the 30 day list to the office. The Administration will provide the Association with the total number of days charged at the end of the year.

Unless special circumstances exist, a request to activate this provision must be

made in writing to the Superintendent at least two weeks before the expected implementation. Subsequent 30 day extension should also be forwarded to the Superintendent's office two weeks in advance.

The Association may petition the Superintendent and/or School Committee to activate this provision for a critical illness involving the spouse or child of a member. Their decision on this request is final and not subject to the grievance procedure.

- D. Whenever a teacher is forced to leave the building due to illness prior to 11:00 a.m., said teacher shall have a full sick day deleted from his/her accumulated sick leave. When a teacher leaves the building due to illness after 11:00 a.m., one-half day of sick time will be deducted.
- E. Sick time may be used for illness in the immediate family (parents, spouse, children and/or other members of the teacher's household) up to a maximum of ten (10) days per school year.
- F. A teacher planning to retire who has fifteen (15) years of service or more in the Brimfield Public School System and after having notified the Superintendent in writing by November 1 in the school year he/she plans to retire, will upon retirement, receive a benefit of twenty-five dollars (\$25.00) a day for unused sick leave up to a maximum of one hundred eighty-three (183) days. In the event of the death of an employee, payment shall be made to the employee's estate.
- G. In accordance with Massachusetts General laws, Chapter 572 of the Acts of 1985, "Whenever a teacher is absent from school as a result of personal injury (caused by accident or assault) arising out of and in the course of the teacher's employment, the teacher will be paid by the Town of Brimfield the difference between the teacher's full salary and payments received under Massachusetts Worker's Compensation insurance," up to the number of accumulated sick days.
- H. Each member of the professional staff shall be informed of their accumulated sick leave on the first week of September and March.
- I. For both personal and family sick leave: In extenuating circumstances, the Superintendent may grant additional sick leave to be secured from the Sick Bank.

ARTICLE X EXTENDED LEAVES OF ABSENCE

Only teachers with professional status will be eligible for an extended leave of absence. The only exception will be a teacher who served in the military service (Chapter 708, Acts of 1941). A teacher who has been teaching in Brimfield School System and who is called into military service will receive full credit for his/her military service upon return to Brimfield.

A. Parental Leave: The parties agree to act consistently with the parental leave provisions of M.G.L. 149, Section 105D. Wherever the terms of the following section conflict with said statute, it is expressly understood that the statute will control.

B. Leaves of Absence Without Pay

Parental Leave: Parental Leave without pay shall be granted to any teacher as follows:

1. Any teacher who has been employed for at least three (3) consecutive months shall be entitled to a parental leave of absence without pay for the purpose of giving birth, the birth of a child or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption. In the case of pregnancy, the teacher shall notify the Superintendent in writing within a reasonable time after the pregnancy has been confirmed.
2. As long as the pregnant teacher is able to perform her duties, she may continue to teach. The maternity leave of absence shall begin when in the opinion of the administration, the teacher, and her doctor, such action becomes advisable. The birth mother shall be eligible to use accumulated sick leave, immediately after the birth of a child and up to a maximum of forty (40) days, during her recovery period.
3. A teacher who gives birth may return from maternity leave at any time after delivery provided the Superintendent receives a written statement from her doctor saying that she is fit to do so. A minimum of one week's notice of return is required.
4. For maternity/parental leave which commences on or after April 1 during the school year, a teacher will be eligible for an additional year of unpaid parental leave. For maternity/parental leave which commences prior to April 1, a teacher will be granted maternity/parenting leave for the remainder of the current school year only. Requests for additional leave may be made to the Superintendent on a case by case basis. The Superintendent's decision is not grievable.

C. Other Parental Leave Provisions as follows:

1. Parental leave in case of interrupted pregnancy or intent of adoption may be terminated if:
 - a. A teacher requests in writing to the Superintendent the desire to return to his/her position.
 - b. The Superintendent requests the return of a teacher to a position or a substantially equivalent position. Such action subject to medical approval.
2. All benefits to which a teacher was entitled at the time a parental leave commenced, including unused accumulated sick leave, will be restored to said teacher upon return, said teacher will be placed on the applicable salary schedule at the step which had been attained when the parental leave commenced. A teacher who had taught and/or been on paid leave for 93 or more days in the school year in which the parental leave commenced will be placed on the next step of the applicable salary schedule.
3. A teacher returning from a parental leave will be assigned to the same position which the teacher held at the time said leave commenced, or if that position is no longer available, to a substantially equivalent position.
4. While on a leave, a teacher shall have the option to remain an active participant in the State Teacher Retirement Systems and any other school connected insurance program in which the teacher is already an active member by contributing thereto the amount he or she would have been required to contribute if actively employed and by further contributing the amount that the school system would have been required to contribute if the teacher were actively employed.

5. It is incumbent upon the teacher on extended leave to notify the Superintendent by March 1st following the date of birth of a child of intent to return to previous duties, or to resign.
6. A teacher on parental leave shall not be denied the opportunity to substitute in the school district by reason of the fact that said teacher is on leave of absence.
7. Any person employed by the School Committee to fill the position of any certified professional employee on parental leave shall be notified in writing by the Superintendent at the time of employment that said person's contract shall terminate upon the return to active service of the employee on parental leave whose position is being temporarily filled.
8. These provisions shall be interpreted so as to permit total compliance with Federal and State (Massachusetts) Laws and regulations governing leave on account of pregnancy.
9. Adoptive parents are eligible for the benefits under this Article.
10. Family Medical Leave: Family and Medical leave shall be granted in accordance with applicable state and federal laws.
11. Sabbatical Leave
 - a. Sabbatical leave of a semester or one year's duration may be granted to a teacher having a minimum of seven (7) years service in Brimfield.
 - b. The number of leaves granted per year is to be determined by the School Committee upon recommendation of the Superintendent.
 - c. Written application for sabbatical leave must be submitted by a teacher by November 1st prior to the September that the sabbatical leave is to be taken; action must be taken on such request no later than April 1st of the school year preceding the school year for which the sabbatical leave is requested.
 - d. The salary to be received by a teacher taking such leave will be 75% of said teacher's current salary for that period of the leave.
 - e. Full retirement contribution will be deducted from that portion of all salary that comprises leave pay.
 - f. The teacher on sabbatical shall receive his/her normal salary increments.
 - g. At the end of the sabbatical year or semester, the teacher must return to the town granting the leave and remain on the teaching staff for two (2) years. (Chap. 71, Sec. 41A Mass. General Laws)
 - h. Sabbatical leave will be for study or research, and the teacher is to carry a normal work load. He/she may not return to his/her teaching position within the duration of the sabbatical leave.
 - i. Sabbatical leave will be granted when, in the opinion of the School Committee, sufficient funds are available in the school budget to fund said sabbatical leave.

ARTICLE XI
RETIREMENT

- A. A teacher planning to retire who is at least fifty-five (55) and after having served ten (10) years in the Brimfield Elementary School System, and after having notified the Superintendent in writing by November 1 of his/her decision to retire, may receive for the three (3) years preceding his/her permanent retirement date and not to exceed three (3) years, seven hundred dollars (\$700) above the salary to which he/she otherwise would be entitled on the schedule. Gross benefits under this retirement provision shall, under no circumstances, exceed twenty-one hundred dollars (\$2,100).

Beginning year two of this contract: Any teacher taking advantage of this benefit who does not end up retiring after the three (3) years, will not be eligible to earn placement on Step 16 of the salary schedule thereafter.

- B. Upon receipt of an irrevocable letter to the Superintendent, signed by the teacher, stating that he/she shall retire and specifying the effective date of retirement (which shall be the last day of a given teacher's contract year), teachers with at least twenty (20) years of continuous service to Brimfield Elementary School who are at least fifty-five (55) and whose letter is received by November 1st, shall be entitled to an early retirement incentive bonus of ten thousand dollars (\$10,000). The bonus is payable by August 31st of the year of retirement.

Beginning year two of this contract, section B will be eliminated.

ARTICLE XII
PAYROLL DEDUCTIONS

A. Teachers' Association Dues

1. It is agreed that deductions shall be made from the salary of any teacher so requesting for dues to the local Teachers' Association, the Massachusetts Teachers' Association, and the National Education Association. Authorization must be in writing in a form similar to the one set forth below:

DUES AUTHORIZATION NOTICE

Name _____
Address _____

I hereby request and authorize the School Committee to request and direct the Town Treasurer to deduct from my earnings and transmit to the Associations below the amount set forth for payment of the membership dues of such Associations in equal monthly payments during the current school year and for succeeding school years thereafter. I understand that the Treasurer will discontinue such deductions if I give the Committee sixty (60) days' advance written notice to do so. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Treasurer, School Committee, and all of its officers, from any liability therefore.

<u>Organization</u>	<u>Per Annum</u>
Union 61 Teachers' Association	\$
Massachusetts Teachers Association	\$
National Education Association	\$

Date

Teacher's Signature

2. Union 61 Teachers' Association will verify to the Committee in writing the current rate of membership dues. The Association will give the committee thirty (30) days' written notice prior to the effective date of any change in the rate of membership dues.
3. Deductions referred to in Section 1 above will be made in equal installments from each paycheck beginning with the second paycheck in September or the first paycheck following the delivery of the teacher authorization to the Committee. The Committee will not, however, be required to honor for any paycheck's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

B. Group Insurance

All staff members who are regularly scheduled to work a minimum of 20 hours a week or more or who are employed at least 50% during the school year are entitled to group health and other insurance as provided by the Town. All eligible staff members are required to complete the appropriate enrollment form(s) should he/she elect the coverage offered by the Town for all applicable family members who are to be covered. Staff members who elect not to receive coverage must notify the Town upon employment in writing of the decision to decline coverage at that time. If at a later date said employee decides he/she wants coverage he/she must complete the appropriate enrollment form for applicable members to be covered and must wait until open enrollment, unless there is a life changing event (death, divorce, birth, adoption or loss of benefits provided by spouse, etc.). Both parties recognize their legal obligation to negotiate any change in health care benefits.

C. Pre-Tax Insurance Deductions

Teachers shall be able to make payments for health insurance, group life insurance, long-term disability and other forms of insurance (where appropriate) with pre-tax earnings, said transaction to be handled in accordance with the terms and provisions of Massachusetts General Laws, Chapter 697.

D. Annuity Plan

The School Committee agrees to enter into a written agreement with any of the members of the employee unit to purchase an individual or group annuity contract for such employee or employees, said transaction to be handled by the Town Treasurer in accordance with the terms and provisions of Massachusetts General Laws, Chapter 71, Section 37B. Annuity additions or changes must be made by November 1st each year, except for new hires after September 1st.

E. Discontinuation of Payroll Deductions

Any teacher desiring to have the Committee discontinue deductions he has previously authorized must give the Committee and the Association thirty (30) days' advance written notice.

ARTICLE XIII
JOB SHARE

Two (2) teachers with professional teacher status may initiate a proposal for "job sharing." They will submit a proposal in writing to the building principal on or before March 1st. The Teachers' Association will be given a copy of all such proposals at the same time. "Job Sharing" shall apply to sharing all the duties of one (1) full time position which is occupied by one (1) of the two (2) teachers involved in the proposal. The cost of the "job sharing" shall not exceed the cost of one

(1) full time teacher.

The proposal must include the following:

1. A tentative work schedule for each “job sharing” teacher for instructional time, non instructional duties and preparation time;
2. A description of how necessary parental communication will be maintained;
3. A description of how communication between the “job sharing” teachers will occur.

Both “job sharing” teachers shall be required to attend all professional development days, faculty meetings, assigned committee meetings, parent- teacher conferences, open houses, parent nights and other such meetings expected of full time faculty members.

All compensation, benefits, hours of work and other working conditions, including duty and prep time will be prorated to each “job sharing” teacher’s percentage of full time employment. There will be an overlap of at least fifteen (15) minutes between tours of duty schedule each workday.

If either carries health insurance prior to “job sharing” only one (1) of the two (2) “job sharing” teacher, selection to be agreed upon by them in writing, will be eligible, for town health insurance benefits.

Seniority will be computed as currently determined for part time teachers.

The Principal will review the proposal, with the superintendent if necessary, and discuss any concerns with the teachers submitting the proposal and give with a recommendation to the superintendent in writing no later than March 15th. The Superintendent will forward a final decision on the proposal no later than March 22nd.

The Superintendent may approve or deny the proposal. The decision of the superintendent will be final and binding and not grievable or arbitrable by any teacher in the bargaining unit or by the Association. This decision will in no way be precedent setting. If approved by the Superintendent, the specifics of the job sharing assignment and any subsequent changes thereto will be reduced to writing. Said writing will be incorporated into the provision therein, for acceptance by and signature of, the two (2) “job sharing” teachers involved and the Association. This document will be delivered to the superintendent no later than March 29th.

Neither “job sharing” teacher will be able to displace a less senior teacher during the “job sharing” year. Either “job sharing” teacher may apply for a vacant position over the course of the “job sharing” year. If one “job sharing” teacher is transferred to vacant position or otherwise leaves the “job sharing” an attempt will be made to hire a replacement subject to the terms of the “job sharing.” If the “job sharing” position cannot be filled, the remaining “job sharing” teacher will be extended the opportunity to fill the formerly shared position in a full time capacity. Otherwise the formerly shared, full time position will be posted and the “job sharing” teacher will be placed on a leave of absence without pay for the remainder of the “job sharing” school year. He or she will be eligible for placement in a vacant position, for which he or she is qualified, during that year or at a subsequent time.

If the “job sharing” teachers prefer to remain in this agreement for a subsequent school year, they must submit specific proposal to the principal by March 1st, following the previously stated procedure.

ARTICLE XIV
NON DISCRIMINATION

The employer, by himself/herself or his/her agent, because of race, creed, color, age, sex, gender identity, national origin, disability, sexual orientation, pregnancy or pregnancy related condition, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment, unless based upon a bona fide occupations qualification.

ARTICLE XV
ACTING PRINCIPAL

Each year the principal will designate a staff member to function as acting principal. Those interested in functioning in this capacity will make their intentions known prior to the beginning of each school year. The successful candidate will be appointed before school opens and receive an annual stipend of \$600.

ARTICLE XVI
REDUCTION IN FORCE

- A. The Committee retains the exclusive right to determine the number of teaching positions and other professional positions which are needed in the schools under its jurisdiction. In the event it becomes necessary to reduce the number of employees included in the bargaining unit defined in Article III, employees with professional status shall be laid off in the inverse order of their initial employment. No employee with professional status will be laid off until all teachers without professional status are gone unless the least senior teacher with professional status is not qualified to perform the duties of last remaining teacher without professional status.
- B. An employee with professional status whose position is eliminated shall:
1. Be transferred to an open position for which he is licensed. If no such opening exists, the employee shall:
 2. Replace an employee with the lowest seniority anywhere within the Brimfield School System in an area in which the laid-off employee is qualified.

"Seniority" means an employee's length of service in years, months and days in the bargaining unit from the initial date of teaching in Brimfield under a valid license. An employee who has been employed part-time for any given year will receive a fraction of a year's seniority equivalent to the amount of employment. Accrual of seniority shall include only paid leaves of absence.

"Qualified" means that the teacher holds a valid active license for the position or an inactive license which can be activated within the timelines defined by the D.E.S.E.

- C. In cases involving teachers having identical seniority, preference for retention or recall shall be based on educational credentials.
- D. Teachers who are to be affected by a reduction in staff must be notified in writing no later than June 15th of the school year preceding the year in which the reduction will take effect.

- E. Teachers who have been laid off shall be entitled to recall rights for a recall period of two years after the effective date of the layoff; the Brimfield Teacher's Association Building Representatives shall be notified of openings. Preference for positions as they develop will be in the inverse order of their respective lay off dates and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. No credit will be given for time spent on layoff.
- F. Employees on recall shall be notified by the Superintendent by certified mail of any open positions within their area of certification in the Brimfield School System at their last known address. The teacher is responsible for notifying the Superintendent of his/her current mailing address. Failure to apply for any open full time, permanent position within his/her area of certification within fifteen (15) weekdays following such notification by the Superintendent shall terminate all rights under this Article.
- G. Laid-off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee for the full premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.
- H. While members of the bargaining unit continue on layoff during the recall period, the Committee agrees not to hire any new teachers unless all qualified teachers on layoff with recall rights from this school system declined an offer to fill the vacancy.
- I. For purposes of this article, layoff will date from the last day taught for compensation as a full time or part time staff member in the Brimfield School System.
- J. A seniority list shall be compiled and updated at the beginning of each school year. A copy shall be given to the Association by November 1st and any challenge to the list shall be made by December 15th. The Administration shall respond to the Association's challenge by January 30th. A meeting between the parties shall take place before March 1st to resolve any issues.

ARTICLE XVII EVALUATION PROCEDURE

- A. The evaluation tool is hereby incorporated into this agreement by reference.
- B. Personnel Files
Observation notes, summative evaluations, and probationary status reports will be placed in the teacher's file. A teacher will have the right, upon request to the Superintendent, to review the contents of his/her personnel file. A teacher will be entitled to have a representative of the Association accompany him/her during such review.

Nothing will be placed in any teacher's personnel file unless the teacher has had the opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

- C. Any serious complaints regarding a teacher made to any member of the administration

by any parent, student, or other person, will be promptly called to the attention of the teacher.

- D. No teacher with professional status will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. A teacher without professional status will not be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without good cause. Nothing in this Section shall in any way inhibit or diminish the authority granted the Superintendent by statute, with respect to a decision not to renew employees without professional status.
- E. All monitoring or observation of the work performance of a teacher will be conducted openly with full knowledge of the teacher. The use of public address systems or audio systems, and similar surveillance devices shall be strictly prohibited. Teachers will be given a copy of all evaluation reports.

ARTICLE XVIII MISCELLANEOUS

A. In-service Courses

Announcement of in-service courses shall be made as soon as they are available.

B. Vacancies and Promotions

Any vacancy in a professional position occurring during the school year will be adequately publicized by the Superintendent on the District website, placed on the bulletin boards of Union 61 and emailed to the Representative of the Union 61/Brimfield Teachers Association as far in advance of the appointment as possible. The Association is responsible for providing the District with the name of the representative.

In both situations, the qualifications, the duties, and the rate of compensation (if appropriate) will be clearly set forth.

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

*The Superintendent's Office will be notified annually by September 1 of the designated representative of the Brimfield Teachers' Association.

C. Temporary Positions Under Federal or State Grant Funded Programs

All temporary openings under Federal or State Grant Funded Programs will be adequately publicized by the Superintendent in the schools of Union 61 as early as possible.

D. Assistance in Non-Teaching Tasks

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible be utilized in direct instructional activities. Therefore, it shall be the policy of the School Committee as follows:

1. Teachers will not be required to perform the following duties:

- a. Driving pupils to activities or functions which take place away from a school building
- b. Collecting money for insurance and photographs
- c. Keeping attendance registers, except for daily attendance procedures
- d. Secure their own substitute

E. Lunch Period

Teachers will have a duty-free period of at least thirty (30) minutes length each work day.

F. Sixth Grade Overnight Environmental Class Trip

1. Chaperones will receive \$700 annually for performing the duties associated therewith. Any staff member may apply to be a chaperone, however, preference will be given the sixth grade teacher(s). The Principal will attempt to insure that one adult chaperone accompanies each twenty students.
2. Teachers appointed to supervise this trip will be paid in a lump sum within two (2) pay periods after the return from the trip. Any such teacher who attends only part of the trip will receive a pro rated stipend based on their attendance.

G. Assignment

The Committee will endeavor to notify teachers of their assignment for the coming year when possible under normal circumstances prior to August 1st and will make assignment changes after that date only under unusual circumstances and in the best interest of the educational program.

H. Class Size

The School Committee and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability, budget constraints, and all other educational considerations insure that class size is effective for instruction. However, the final decisions as to class size will be made by the School Committee in the best interests of all. Preference for smaller class size will be given to grades K-4.

I. Professional Development Funds Coordinated by TRSD/Union 61 Superintendents Office

The Professional Development Fund is designed to support individual and group projects developed by teachers to improve the school programs.

Projects include, but are not limited to, curriculum development, instructional improvement, evaluation of resources, school-community relations, and other educational initiatives.

Professional Development funds will be awarded based upon identified criteria as determined by a vote of the Superintendent or designee.

For each of the 15 credits required for lane movement, all 15 credits may come from outside approved sources. Any seven of each 15 credits required for lane movement may also come Superintendent approved offerings. Continuing Education Units (CEUs) also meet the requirement and equate to college credits as follows: 1.5 CEUs = 1 credit.

J. Stipends

Major musical/dramatic production

Director: \$500

Asst. Director: \$250

Set design/Construction: \$200

Mentors: \$1000

Literacy Coordinator: \$1750

Jazz Band: \$500

Instructor of Professional Development In-service approved by the Superintendent or designee: \$50 per hour of instructional time; \$25 per hour of preparation time up to the approved limit.

Professional Development Fund projects: \$150 per 6 hour day.

Brimfield Memorial Day Parade participation: \$100 per music teacher

All stipendiary positions will be posted by June 1 and assigned only pending budgetary availability of funding.

All Region Art Festival: \$500

All region concert (2, Vocal and Instrumental): \$500

Math Coach: \$1,250

ARTICLE XIX WORK YEAR/WORK DAY

A. Work Year

The work year of teachers (other than new personnel who may be required to attend 2 additional days of orientation), shall be 183 days. It shall include the day prior to the opening of school for students, and two (2) professional development days scheduled within the school calendar, excluding vacations, weekends or holidays. The work year may not start earlier than the Monday preceding Labor Day, and will end with the close of school for students. At least 2 hours of the day before the first day with students will be set aside for preparation activities determined by the teacher.

A copy of the school calendar will be given to the Teachers' Association as soon as it is established by the School Committee.

In addition, the school year for all teachers shall include an additional twelve (12) hours to be used through the school year as follows:

1. Four (4) hours for curriculum development work or other topics initiated by a teacher or group of teachers, at a time mutually agreeable to the principal and teacher.
2. Eight (8) hours for curriculum development, special projects, or meetings scheduled by the Principal. The Principal will make every effort to provide at least five (5) school days notice.

B. Work Day

The teacher work day will run from 8:25 AM to 3:10 PM (and includes a 30 minutes duty free lunch) or when the last bus leaves, whichever is first. On early release Professional Development days and the last day of school teachers will remain until 3:15. Full Professional Development Days will be scheduled from 8:00 AM until 3:00. In the case of an emergency, teachers will remain at school until their professional responsibilities are completed. For the 2018-2019 school year only, the starting and dismissal time for students, as established by the

Committee, are subject to modification by the Committee, provided that no such modification will increase the length of the teachers' teaching day nor will it shift the starting or ending time by more than ten (10) minutes in total. In the event that the starting and dismissal times must be changed, the Committee will provide the Association with ten (10) full school days' notice.

Part Time staff who work on Monday will only have to attend a prorated amount of staff meetings. The meeting schedule will be worked out between the staff member and the principal. All staff (full and part time) is responsible for obtaining the information covered at any meeting they miss.

C. Staff Meetings

Teachers will be required to attend one staff meeting each month which will last one hour beyond the time at which staff is scheduled to leave. Meetings will be held on the first Monday of the month. If a staff meeting needs to be rescheduled due to unforeseen circumstances (i.e. weather, illness, etc.) the staff will be given notice of the new date at least 7 calendar days in advance. Necessary absences will be approved by the principal.

D. Parent Conferences

Each teacher shall be required to attend two (2) parent conference days which will be determined by the administration. Students will have early dismissal on those days. Afternoon conferences will run from 1-3 PM. Evening conferences will run from 6-8 PM.

1. After notifying the office, a teacher may leave upon completion of his/her final appointment at either session.
2. For security purposes, the administrator will remain in the building until all conferences are concluded.

E. Open House

Each teacher shall be required to attend one "open house" each year on an evening selected by the administration. The principal and representatives of the Association will meet before June 1st annually to discuss the format of the one hour evening for this fall event. If the meeting is not called by either party, the format of the previous year will be in effect.

F. Individual Parent – Teacher Conferences

Teachers shall meet with parents of students to discuss matters of mutual interest that either the teacher or the parent may wish to discuss, or that the administration may want discussed. Such meetings shall be held at a time mutually agreed upon between the parties.

G. Preparation period

Each regular classroom teacher will have a minimum of one (1) forty (40) minute duty free preparation period daily. All other teachers will have a minimum of five (5) forty (40) minute duty free preparation periods weekly.

If fiscal/budgetary constraints arise that might result in the reduction of staff, the administration and the association will agree to meet to discuss the forty(40) minute preparation period and work towards a mutually agreeable resolution.

ARTICLE XX
METHOD OF PAYMENT

- A. Teachers shall have twenty-six (26) equal payments.
- B. Teachers will have the option of receiving a lump sum payment at the end of the school year, or payments throughout the summer. Teachers will notify the Superintendent's Office of all payment decisions by June 15th of the prior year (except new hires). Any teacher that does not notify by June 15th will default to the options chosen for the prior school year.
- C. Any lump sum payments will be made no later than the first pay period after the last day of school.

ARTICLE XXI
MANAGEMENT RIGHTS

Under the Law of Massachusetts, the Committee is responsible for establishing the educational policies of the Public Schools of Brimfield, and it is recognized that the Committee is a Public Body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts and that nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by Statute or any rule or regulation of any agency of the Commonwealth. As to any matter not specifically mentioned or provided for in this Agreement, the Committee retains all the powers, rights, and duties that it has by law and may exercise being made the subject of a grievance or arbitration proceeding hereunder.

ARTICLE XXII
SALARY

If any teacher is currently receiving increments, but those increments are insufficient for that teacher to reach the next higher lane on the salary schedule, that staff member will continue to receive and earn increment payments at the previously established rate until sufficient credits have been earned to move to the next higher lane on the salary schedule. This would be a one time occurrence that will discontinue for each staff member once the next higher salary lane has been reached. No teacher, as a result of this contract, will receive less salary than currently receiving, and no teacher must advance to further lanes, except as required by state law to maintain certification.

ARTICLE XXIII
ACCEPTANCE

IN WITNESS WHEREOF the parties of this Contract have caused the present to be executed by their agents here unto duly authorized, and their seals to be affixed hereto, as of the date first above written.

BRIMFIELD SCHOOL COMMITTEE

BRIMFIELD TEACHERS'
ASSOCIATION/UNION 61

By: _____

By: _____

APPENDIX A - Brimfield Elementary School Salary Schedule

Effective July 1, 2018 a BA+45 designation will be added to the MA+15 lane. Only employees hired on or before July 1, 2018 will be able to access this lane without a MA degree. Movement to the BA+45 designation will open no sooner than the start of FY20. Only one three-credit course taken prior to July 1, 2018 may be used towards credit for this lane. All additional credits must be earned after July 1, 2018.

FY22 2.50%

	BA	BA+15	MA	MA+15	MA+30	PhD
			BA+30	BA+45		M+45
Step						
1	49,174	50,647	53,811	55,333	57,130	58,793
2	52,147	53,642	56,927	58,471	60,307	61,989
3	55,300	56,816	60,224	61,787	63,659	65,358
4	58,642	60,177	63,712	65,293	67,198	68,912
5	62,188	63,736	67,401	68,996	70,934	72,656
6	65,946	67,507	71,304	72,910	74,877	76,606
7	69,932	71,499	75,434	77,046	79,040	80,770
8	74,160	75,728	79,801	81,416	83,435	85,161
9	78,643	80,207	84,424	86,034	88,072	89,790
10	83,397	84,952	89,312	90,915	92,969	94,670

FY23 3.00%

	BA	BA+15	MA	MA+15	MA+30	PhD
			BA+30	BA+45		M+45
Step						
1	50,650	52,167	55,426	56,993	58,844	60,557
2	53,711	55,252	58,635	60,225	62,116	63,849
3	56,959	58,520	62,031	63,641	65,568	67,319
4	60,402	61,982	65,623	67,251	69,214	70,979
5	64,053	65,648	69,423	71,066	73,062	74,836
6	67,925	69,532	73,443	75,098	77,124	78,905
7	72,030	73,644	77,697	79,358	81,411	83,193
8	76,385	78,000	82,195	83,858	85,938	87,716
9	81,002	82,613	86,957	88,615	90,714	92,484
10	85,899	87,501	91,992	93,643	95,758	97,510
16	86,899	88,501	92,992	94,643	96,758	98,510

FY24 3.00%

	BA	BA+15	MA	MA+15	MA+30	PhD
			BA+30	BA+45		M+45
Step						
1	52,169	53,732	57,089	58,702	60,610	62,373
2	55,323	56,909	60,394	62,032	63,980	65,764
3	58,668	60,276	63,892	65,550	67,535	69,338
4	62,214	63,841	67,592	69,269	71,290	73,109
5	65,975	67,617	71,506	73,198	75,254	77,081
6	69,963	71,618	75,647	77,351	79,437	81,272
7	74,190	75,853	80,028	81,738	83,853	85,689
8	78,676	80,340	84,661	86,374	88,516	90,347
9	83,432	85,092	89,566	91,274	93,436	95,258
10	88,476	90,126	94,751	96,452	98,630	100,435
16	89,476	91,126	95,751	97,452	99,630	101,435

Beginning in year 2 of the contract, a “Step 16” will be added to be \$1,000 higher than Step 10 for all columns. The \$1000 is not subject to annual percent increases. To be eligible for placement on Step 16, staff must have completed 15 years of service at Brimfield Elementary School. Upon the addition of this Step, Article XI section B will be eliminated.

In addition to above base salary, longevity payments will be awarded as follows:
 After the completion of 10 years **\$250**
 After the completion of 14 years **\$350**
 After the completion of 19 years **\$450**
 After the completion of 24 years **\$550**

Longevity payments will not be added to the base.
 Additional amounts will be added each of the three years in this contract, but will not accumulate.
 Longevity payments will be prorated for employees less than full time.