

Contract
between the
**Brookline School
Committee**
and the
Brookline Educators Union
2016-2019

UNIT A

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for Teaching and Learning

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CONTRACT

This contract, dated as of September 1, 2016, is between the School Committee of the Town of Brookline (“BSC”) and the Brookline Educators Union (“BEU”) on behalf of Unit A as described in Section 1.2 and is made by the parties pursuant to Chapter 150E of the General Laws.

This contract includes Appendices A, B, C D and E, which are attached hereto and made part hereof. This contract incorporates the Sexual Harassment Policy and the Evaluation Principals and Format Appendix found under separate cover.

Article 1: General

1.1 Purpose

The purpose of this contract is to establish procedures by which the BSC and the BEU may work together to maintain and improve the quality of the educational program of the Brookline schools, to negotiate teachers’ salaries and conditions of employment, to ensure that the professional staff follows procedures and meets standards of performance which are satisfactory to the BSC, and to ensure the right of the professional staff to negotiate and to discuss with the BSC matters which may be of concern to individual teachers or to groups of teachers.

1.2 Scope of Agreement

- A. A conflict of one part or provision of this contract with any law shall not thereby affect the validity or applicability of any other part or provision of this contract.

- B. For purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment, the negotiation of agreements and any questions arising there under, the members of the professional staff covered by this contract shall include all professional employees, excepting the Superintendent, the Deputy Superintendents, the Assistant Superintendent, the doctors and substitute nurses, the Headmaster, the Assistant Headmaster, the BHS Deans, the Principals, the Grants Coordinator, the Supervisor of Adult and Community Education, administrators in Bargaining Unit B, substitutes, summer school staff, and instructional aides. As used in this contract, the words “professional staff” and “teachers” shall be synonymous and shall include all professional employees except as the context may otherwise require or in accordance with the coverage of the Agreement described above; with respect to nurses, occupational therapists, and physical therapists, references to “teachers with professional status” shall be deemed to refer to nurses, occupational therapists, and physical therapists who have completed at least three continuous years of service in the Public Schools of Brookline; and references to teachers who have not acquired professional teacher status (herein called “teachers with pre-professional status”) shall be deemed to refer to nurses, occupational therapists, and physical therapists who have not completed three continuous years of service in the Public Schools of Brookline

- C. The BSC will treat teachers who have worked for more than three (3) previous full consecutive school years in the Public Schools of Brookline as teachers with Professional Teacher Status under the parties' contract to the extent allowed by law. The parties agree not to implement this provision in violation of the law.
- D. The BSC agrees to recommend that the Superintendent of Schools consider granting PTS to teachers who, as of the June 17, 2004, have worked more than four (4) previous full consecutive school years as teachers for the Public Schools of Brookline and who have worked in the previous full school year in a position for which such teachers have certification.
- E. The position of Lab Specialist (e.g. Foreign Language Lab Specialist, Computer Lab Specialist) shall be covered by the same provisions of this contract which cover the library assistants; however, this is not to be construed as any acknowledgement by either party as to the applicability or non-applicability of any specific provisions of this Agreement.
- F. After the execution of this contract by both parties, the BSC shall post the contract on its website and make available a hard copy in each school building.

Article 2: Recognition

- 2.1 The BEU recognizes that under the laws of the Commonwealth of Massachusetts, the BSC as the elected representatives of the citizens of Brookline has the final responsibility for establishing the educational policies for the schools and that the Superintendent of Schools has the responsibility for carrying out the policies so established. The BEU further recognizes its professional responsibilities and commitment to education of the highest quality for the children of Brookline.
- 2.2 The BSC recognizes the BEU in accordance with the provisions of Chapter 150E of the Massachusetts General Laws as the exclusive representative of all professional school personnel as defined in Article 1, Section 1.2.

Article 3: Compensation and Teacher Employment

- 3.1 **Salary Schedules in Appendix A and B.** The salary schedules for the professional staff are set forth in Appendix A and B.

3.2 Longevity

Any teacher who has reached the maximum step in the Teachers' Salary Schedule and has completed more than 10 full years of continuous service (as defined in Article 11.1) in the Public Schools of Brookline as of September 1 of a given year shall have his/her annual salary, as indicated by the appropriate schedule for that year, increased by the amount listed below:

Years of Continuous Service Completed	Eff. 9/1/10 Amount	Eff. 9/1/12 Amount	Eff. 9/1/13 Amount
More than 10...but less than or = to 14	\$ 927	\$945	\$964
More than 14...but less than or = to 19	\$ 1,185	\$1,208	\$1,233
More than 19...but less than or = to 24	\$ 1,957	\$1,996	\$2,036
More than 24	\$ 2,215	\$2,259	\$2,305

If any such teacher is employed less than full-time in any such year, the additional salary set forth in the preceding paragraph shall be prorated accordingly.

Unit A personnel not on the Teachers' Salary Schedule are considered at the maximum for the purposes of longevity when they have served enough years that they would be on maximum had they been on the Teachers' Salary Schedule based on their initial placement and years of service.⁷

3.3 This Section 3.3 is intentionally left blank.

3.4 Schedule of Extra Compensation in Appendix B: The schedule of extra compensation for work performed outside of the workday is set forth in Appendix B.

3.5 Additional Salary in Recognition of Prior Service

A. Effective August 31, 2010 sunset Article 3.5A in its entirety.

B. All full-time and part-time employees who were actively employed during the entire 1991-92 contract year shall receive payments when their employment is terminated, subject to the following additional conditions: Payments shall be made upon termination to the extent permitted by applicable laws; payment shall be 3% of the applicable rate in effect when the employee ends his/her employment with the BPS; the applicable rate shall be based upon the column and step (excluding longevity and all other premiums) which the employee occupied during the 1991-92 contract year; if the employee was less than full time in the 1991-92 school year, such payment shall be pro-rated accordingly; payment shall be made only to those teachers who have completed at least 10 full years of service in the BPS as of the date of their termination; and the employee shall give written notice (or via e-mail) to the Superintendent as soon as possible and no later than April 1 of his/her intent to terminate his/her employment at the end of that year. Such notice will be waived by the Superintendent when failure to give such notice is beyond the reasonable control of the teacher.

Laid off employees with recall rights shall be eligible when their recall rights expire (if they have not been recalled). In such cases, the applicable rate shall be the rate in effect in the last contract year in which the employee worked. In the event of an employee's death any monies due under this section shall be paid to his/her estate.

3.6 Placement on Salary Schedule on Initial Employment and Thereafter

- A. Employees hired in this unit will be initially placed on the salary scales as follows. One-half or greater fraction of a year of experience shall be counted as one year.
- i. A teacher, on initial employment, shall be placed on the salary schedule according to previous teaching experience and degrees and credits earned at accredited institutions.
 - ii. A nurse, library assistant or lab specialist, on initial employment, shall be placed on the salary schedule according to previous experience in this field and degrees and credits earned at accredited institutions.
 - iii. Librarians and non-classroom teaching specialists not listed in paragraph ii above, on initial employment, shall be placed on the salary schedule according to degrees earned at accredited institutions and previous experience in a school setting, or after being licensed or certified or earning a masters degree, previous experience working with school-aged children. Librarians will also receive credit for previous experience in public libraries.
 - iv. Effective September 2012, the term “experience” in subsections i, ii, and iii above shall not include:
 - a. Experience outside of Massachusetts;
 - b. Experience in a position in or outside of Massachusetts for which a license issued by the Massachusetts Department of Elementary and Secondary Education (DESE) was not required by DESE;
 - c. Experience when the employee did not hold a Massachusetts DESE license.
 - v. Notwithstanding any provision to the contrary in this Agreement, the Superintendent or his/her designee shall have the sole discretion to place an individual upon initial employment or reemployment in the Brookline Public Schools on the salary schedule at any step in the appropriate lane. The Superintendent/designee shall notify each such individual of his/her placement under this provision. Such discretion shall be limited to no more than fifteen (15) individuals per academic year.
- B. Column Movement**
- i. A teacher whose qualifications have been determined to qualify him/her to move from one level of preparation to the next higher level (e.g. B-M, M-M+30, etc.) shall be placed on the higher salary scale at the step he/she would have been on as if he/she was initially placed on that preparation level, upon presentation to the Superintendent of satisfactory evidence that the teacher is entitled to the change

and upon approval by the BSC. Column movement will be implemented following receipt by the Superintendent of such documentation and shall be retroactive to the date that the institution states the work was completed, or retroactive up to 30 days from receipt of such documentation by the Superintendent, whichever is later. Such change may be made at any time if the teacher has notified the Superintendent in writing (or via e-mail) by January 15th of the preceding school year of the expected change and date thereof; otherwise, such change shall be made at the commencement of the next school year.

- ii. The Status of Master's Degree + 30 is awarded to any teacher who has completed 30 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted. The Status of Master's Degree + 45 is awarded to any teacher who has completed 45 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted.
- iii. The employee must obtain a final grade of a "B" or better in a graduate-level course(s) from an accredited college and/or university, which would count for graduate degree credit at such institution and which has been pre-approved by the Superintendent or his/her designee as acceptable toward the semester hours for movement from the Master's degree lane to the Master's Degree + 30 lane and/or the Master's Degree + 45 lane or from the Master's Degree + 30 lane to the Master's Degree + 45 lane. Graduate-level courses taken on-line from an accredited college and/or university which would count for graduate degree credit at such institution and which have been pre-approved by the Superintendent or his/her designee as acceptable toward the semester hours for lane movement shall be treated the same as other graduate-level courses provided the employee has earned a grade of B or better in the course. An employee must request and obtain prior approval from the Superintendent or his/her designee to take a course on a pass/fail basis if the employee wishes to have the semester hours from such a course count toward the semester hours for lane advancement. In considering requests for advance approval of graduate work, the Superintendent or his/her designee may consider the relevancy of the graduate work to the employee's assignment, license attainment, and/or license renewal.
- iv. In the absence of earning graduate credit, National Board Certification counts for six (6) credits.
- v. Effective September 1, 2006, a JD or LLM shall count as a Masters degree. Subsequent graduate work, including earning a Masters degree, shall count toward column movement. This provision does not apply to employees who as of August 31, 2006 are being paid on the Doctorate Column.
- vi. Effective September 2012, each Unit A member will be provided with a written or email statement prior to the first day of school with the following information: assigned grade level or subject for the start of the school year, assigned school(s), salary schedule placement (step and lane), salary, and extra compensation where

applicable and known. When the Employer has an electronic system(s) for employees to review the above information, the PSB will notify the Union and employees shall access the above information through such electronic system(s) and the Employer will no longer be responsible for providing the information in a written or email statement provided that the Employer has such information available by the first teacher work day of the contract.

- C. Effective September 1, 2012, the Bachelor's lane shall be restructured as follows:
- i. All steps beyond Step 5 shall be eliminated for employees who commenced their employment in Unit A on or after September 1, 2012 with the Public Schools of Brookline.
 - ii. Employees who commenced employment in Unit A in or before the 2011-2012 school year and who were on Step 5 or below in the 2011-2012 school year shall not progress past Step 5 in the Bachelor's column.
 - iii. Employees who commenced employment in Unit A in or before the 2011-2012 school year and who were on Step 6 or above during the 2011-2012 school year may continue through the Steps in effect in the Bachelor's column.
 - iv. Nurses, automotive teachers, construction teachers and food services teachers who are not required to have a degree above the Bachelor's level may progress through all steps in the Bachelor's column.
 - v. Effective September 1, 2013 add a new Bachelor's Step 14 at the rate of \$2,500 above Step 13.
 - vi. Effective at 11:59 p.m. on August 31, 2014 add a new Bachelor's Step 15 at the rate of \$2,500 above Step 14.
- D. Effective 12:05 a.m. on September 1, 2013, add a new top step at \$2,500 above the prior top step in each of the following columns: Master's Degree, Master's Degree +30, Master's Degree +45, and Doctorate Degree.

Effective at 11:59 p.m. on August 31, 2014, add a new top step at \$2,500 above the prior top step in each of the following columns: Master's Degree, Master's Degree +30, Master's Degree +45, and Doctorate Degree.

Effective September 1, 2013, eliminate Step 1 from each of the following columns: Master's Degree, Master's Degree +30, Master's Degree +45, and Doctorate Degree.

Double Step: Effective September 1, 2013, employees who have a Master's Degree or above who have completed seven (7) consecutive work years of service with the required license in Unit A in the Public Schools of Brookline and who are beginning the eighth consecutive work year of licensed service shall take a double step. (The Double Step shall not apply to any employee who is beyond his/her eighth

consecutive year of service as of September 1, 2013.) Unpaid leaves of absence pursuant to Section 5.6 of Leaves of Absence without Pay represent a break of continuous service for the purposes of this Double Step. A leave of absence of more than one year pursuant to Section 5.9 Child Rearing Leave shall constitute a break in service for the purposes of this Double Step. A leave of absence of up to one year pursuant to Section 5.9 Child Rearing Leave shall not constitute a break in service for the purposes of this Double Step but said leave shall not count towards satisfying the seven consecutive work year requirement.

Examples:

1. Teacher A has a Master's Degree. She has served as a teacher in the Public Schools of Brookline for seven (7) consecutive years with the requisite license for her position. She was at Step 7 in the Master's Degree column in the 2012-2013 work year. On September 1, 2013 she is commencing her eighth consecutive year of service with the requisite license. She takes a double step and is placed on Step 9.
2. Teacher B has a Master's Degree. She has served as a teacher in the Public Schools of Brookline for 10 years with the requisite license for her position. She was at Step 10 in the Master's Degree column in the 2012-2013 work year. On September 1, 2013 she is commencing her 11th consecutive year of service. She is placed on Step 11.
3. Teacher C has a Master's Degree. She served as a teacher in the Public Schools of Brookline for six (6) years then took a leave of absence (other than for Child Rearing pursuant to Section 5.9) for one year without pay. She then returned to work and has worked for one year (2012-2013 academic year). At all times she had the requisite license for her position. She was at Step 7 in the Master's Degree column in the 2012-2013 work year. On September 1, 2013 she is on Step 8.
4. Teacher D has a Master's Degree. She has served as a teacher in the Public Schools of Brookline for seven (7) consecutive years. She worked under a waiver for her first year in the District and has had the requisite license for her position starting with her second year. She was at Step 7 in the Master's Degree column in the 2012-2013 work year. On September 1, 2013 she is commencing her eighth consecutive year of service. She is placed on Step 8. On September 1, 2014, she is commencing her ninth consecutive year of service and placed on Step 10 because she has been licensed for seven (7) consecutive years.
5. Teacher E has a Master's Degree. She served as a teacher in the Public Schools of Brookline for six (6) years then took a leave of absence for one year without pay for Child Rearing pursuant to Section 5.9. She then returned to work and has worked for one year (2012-2013 academic year). At all times

she had the requisite license for her position. She was at Step 7 in the Master's Degree column in the 2012-2013 work year. On September 1, 2013 she is on Step 9.

6. Teacher F has a Master's Degree. She served as a teacher in the Public Schools of Brookline for six (6) years then took a leave of absence for two (2) years without pay for Child Rearing pursuant to Section 5.9. She then returned to work and has worked for one year (2012-2013 academic year). At all times she had the requisite license for her position. She was at Step 7 in the Master's Degree column in the 2012-2013 work year. On September 1, 2013 she is on Step 8.

E. Teachers employed half-time or greater will be advanced on the salary schedule in the same way as full-time staff. Teachers employed less than half-time will serve two years before advancing one step on the salary schedule.

F. In the initial employment of a teacher, service in the Peace Corps, the Commonwealth or National Teacher Corps shall be counted for teaching experience when such service was related to the teaching duties to be assumed.

G. The salary of employees who are employed less than full-time shall be prorated in accordance with existing practices.

3.7 Schedule of Payments. Salary payments to all teachers shall be made biweekly and delivered in envelopes, the first payment to be made on the second Thursday after Labor Day. Payments will be made in twenty-one (21) installments. Each teacher shall receive on or before May 1 of each school year a checklist which sets forth all obligations he/she is expected to complete by the close of the school year.

3.8 Payroll Deduction Statements. Payroll deduction statements showing earnings, biweekly deductions, and usual year-to-date deductions shall be issued with each paycheck. The direct deposit program implemented by the Town of Brookline shall apply to employees covered by this Agreement. Effective with the first pay period in the 2010-2011 work year, all employees represented by the BEU shall receive their pay through direct deposit; the BSC or its designee will provide direct deposit notification statements either electronically or in paper form to employees. (The parties understand and agree that employees will need to provide direct deposit information to the payroll office sufficiently prior to the start of the 2010-2011 work year to enable the BSC to set up direct deposit for their paycheck and directly deposit their first pay check of the 2010-2011 work year.)

3.9 Other Payroll Deductions. The BSC shall provide that, whenever duly authorized by any teacher, payroll deductions on behalf of such teacher shall be made every payday and paid over in accordance with such authorization for any or all of the following:

- 1) Purchase of U.S. Savings Bonds
- 2) Local, State, and National Dues or agency service fee
- 3) Payments to Brookline Credit Union

- 4) Premiums under annuity contract
- 5) Premiums under Employees Group Insurance Plan
- 6) MTA Credit Union
- 7) BEU Supplemental

As it relates to the BEU Supplemental, the BEU will furnish a list of employees who have authorized a deduction together with the specific amount of the deduction to the payroll office. Changes to that list may be done quarterly. The payroll office will then issue to the BEU a check each pay period for the conglomerate amount of all deductions in this category for all members who have authorized such deduction, along with a list of members for whom the deduction was made.

The parties agree that the check off for union dues shall apply to part-time teachers when and to the extent the new payroll service permits.

Upon the teacher's voluntary written assignment filed at least three weeks in advance, the BSC agrees to deduct from the teacher's salary amounts due and payable to the Brookline Credit Union and/or the MTA Credit Union as authorized by the teacher. The amount so deducted shall be forwarded to the appropriate credit union in accordance with existing procedures. Any such deductions shall be terminated upon the written request of the teacher filed at least three weeks in advance of the effective date of termination, in which case the BSC will not be required to honor another voluntary assignment filed by the teacher until the following school year. If the Town Treasurer notifies the BSC that administration of this section will cause a significant administrative problem for the Town, the BSC will so notify the BEU, and it is agreed that the provision for the MTA Credit Union deduction shall be terminated at the end of that school year.

The Town currently permits employees to authorize payroll deductions for the purpose of making "pre-tax" contributions pursuant to Section 125 of the IRC ("Section 125") for certain benefits, e.g. employee contributions to group health insurance plans. If the Town enters into an agreement with a Section 125 administrator and if the agreement permits the employees to purchase additional services/products through such administrator which are not covered by Section 125, the Town will make available the opportunity for payroll deductions for employees to purchase such services/products through the administrator.

3.10 Group Insurance

- A. Health Insurance is addressed through the Public Employee Committee ("PEC") agreement between the Town and the PEC. This Section A is included for informational and historical purposes only.
- B. This section has been intentionally left blank.
- C. The BSC shall continue the insurance coverage of any teacher who is on leave with pay (including sabbatical leave). Teachers who are on leave without pay shall be entitled to continue their participation in the group insurance plan, provided they pay

100% of the premium associated with such participation in accordance with a schedule established by the BSC.

- D. The BSC shall make its payments of insurance premiums on the policies set forth above to provide insurance coverage for the full 12-month period commencing September 1 and ending August 31; when necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- E. Life insurance coverage shall be \$5,000. It is understood that the Town shall pay 75% of the premium cost of such coverage and that each participating employee shall pay the remaining 25%.
- F. Health Insurance Coverage for Domestic Partners. If Massachusetts law governing health insurance which may be extended by municipalities to their employees (e.g., M.G.L. ch. 32B) is amended to permit coverage of domestic partners other than spouses, or if Massachusetts law is changed to permit such coverage if adopted by an appropriate municipal authority, the BSC will provide such coverage as soon as is practicable or, as the case may be, will request that the appropriate municipal authority adopt the legislation.

It is understood that the BEU neither acknowledges nor admits that Ch.32B as it is presently constituted in any way disallows such coverage.

- G. The premium conversion plan under Section 125 of the Internal Revenue Code with respect to the health insurance contributions made by employees; the dependent care plan (DECAP) for those employees who wish to participate; and the plan covering un-reimbursed medical expenses (MEDCAP) for those employees who wish to participate shall be made available and administered by the Town of Brookline on the same bases as are applicable to all other employees of the Town.

The maximum account for MEDCAP is currently \$1000 per fiscal year. If the Town suffers no net loss in the balances of its MEDCAP accounts for FY 1995, the maximum for FY 97 shall be increased to \$3000. Unless otherwise agreed the same procedure shall be followed for subsequent years i.e., if the Town suffers no net loss in the balances of its MEDCAP accounts in FY 96 the maximum for FY 98 shall be \$3000: If the Town does suffer such a loss in FY 96, the maximum for such accounts in FY 98 shall be \$1000.

3.11 Tax Sheltered Annuity. Teachers will be eligible to participate in the tax-sheltered annuity plan, pursuant to appropriate Federal, state, and local law.

3.12 Yearly Record of Attendance. A yearly Record of Attendance shall be furnished each teacher by September 30 for the preceding school year. This record will include absence for:

- Sick Leave (personal)
- Administrative Leave (Section 5.4.A)

Death in Family
Funeral
Court Appearance
Military reserve
Summer School
Other reasons (without salary)

- 3.13 New Positions.** During the period while this contract is in effect, the BSC may establish new professional positions and determine the salaries pertaining thereto. The Superintendent shall promptly notify the BEU upon the creation of any new position under this paragraph. If the BSC changes a position, as distinguished from creating a new position, the BSC will negotiate the salary for such changed position with the BEU and will provide a job description to the BEU.
- 3.14 Bias-Free Appointments.** Any appointment, promotion or transfer shall be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, age, marital status and, in accordance with applicable laws, handicap/disability.
- 3.15 Visitation Day.** A candidate shall, if possible, spend at least one visitation day in his/her prospective school or department before being hired.
- 3.16 Promotions.** All qualified professional employees will be given adequate opportunity to apply for any positions normally considered to be above their rank and status. An adequate opportunity to apply for such promotion means that during the school year the entire professional staff shall be promptly notified in writing (or via e-mail) that a vacancy exists and that any professional employee applying for promotion shall be given full opportunity to interview by persons designated by the Superintendent. The notice shall contain a job description of the vacancy. If the job description or level of compensation for a posted position is changed prior to being filled, the Superintendent or his/her designee will repost the position noting the change(s).

During the summer vacation, the Assistant Superintendent for Human Resources will give written notice (or via e-mail) of such a vacancy to the BEU President and to any person who has notified the Assistant Superintendent for Human Resources in writing (or via e-mail) that he/she wishes to be informed of such a vacancy. The Assistant Superintendent for Human Resources will also post a notice of such vacancy in the BSC offices. The postings made pursuant to this section shall be for at least 10 days. Pending the permanent filling of the position, the Superintendent or his/her designee, may assign anyone to the position temporarily. In the matter of filling such vacancies, the decision of the Superintendent or his/her designee, shall be final.

3.17 Transfers

- A. **Voluntary Transfers.** Any person desiring a transfer shall submit a written request (or via e-mail) to the Superintendent and the building Principal not later than March 1. Requests shall specify the location or the assignment desired. If a suitable opening exists, any necessary interviews will be arranged. The Superintendent shall endeavor

to process requests for transfers as promptly as possible and the proposed transfers must be agreeable to the building Principals involved.

Any person who informs the Assistant Superintendent for Human Resources in writing (or via e-mail) that he/she wishes to be notified of a specific vacancy in a position not normally considered to be above his/her rank and status shall be notified if and when such a vacancy occurs. The Assistant Superintendent for Human

Resources will honor any request for confidentiality which is contained in such a notice. During the summer vacation period, the Assistant Superintendent for Human Resources will notify the BEU President, in writing (or via e-mail), and will post a notice at BSC offices concerning any such vacancy.

- B. **Involuntary Transfers.** Written notice of a proposed involuntary transfer and the reasons therefore shall be given to the teacher involved. The transfer shall not be made until the teacher or the teacher and a representative of the BEU have had an opportunity to discuss the proposed transfer with the Superintendent or his/her designee, nor shall such transfer be effected without the consultation of the building principals involved. Upon request of the teacher, a BEU representative may be present at meetings with the teacher concerning involuntary transfers. A teacher being involuntarily transferred may at his/her option take a leave of absence without pay for one (1) year.
- C. **BSC's decision final.** The BSC's decision with respect to any transfer, whether voluntary or involuntary, shall be final; provided that involuntary transfers shall not be used as a form of discipline.

3.18 Summer School. All openings for summer school positions shall be adequately publicized by the Superintendent in each school building. Acknowledgment of applications shall be given within a reasonable time.

3.19 Packing. If a member of this bargaining unit is asked to pack school materials and supplies, the following criteria will be used:

- A. Each supervisor will jointly determine with each employee in his/her department an agreed upon number of hours for packing. In case of disagreement, the supervisor will make the determination. Once an agreement is established, the employee is free to perform the task at his/her reasonable schedule. These hours are for both packing and unpacking from a staff member's move.
- B. Reimbursement is only to pack boxes and throw old materials away. Employees will not be reimbursed to review items in detail. Employees are not expected to move boxes or furniture and should use reasonable caution in the packing process to avoid injury. Any individual with a pre-existing concern over potential injury should opt out of the packing process rather than risk injury.

- C. Employees will be compensated for this work at the workshop rate (see Appendix B.7). Payment will be made within 60 days of an Administrator's submittal of hours to his/her supervisor or designee.
- D. Work compensated at the workshop rate is expected to take place outside of normally assigned duties and release time.
- E. The Superintendent or his/her designee may choose to relieve employees of any duty (e.g. teaching, administrative) in order to do this work instead of paying the workshop rate.
- F. Any employee may choose to not pack or unpack in which case the supervisor will arrange for the packing and moving of materials.

3.20 Town Facilities. Members of this bargaining unit may use Town Facilities on the same terms and conditions as other employees of the Town of Brookline.

3.21 Tuition Reimbursement Fund. Effective September 1, 2007, the BSC will establish a tuition reimbursement fund for employees in positions represented by Unit A in the Public Schools of Brookline. Such fund shall be \$10,000 per contract year. Effective September 1, 2010, such fund shall be \$19,000 per contract year. Effective September 1, 2014, such fund shall be \$25,000 per contract year. Unused funds shall not carry over to the next contract year. The following rules shall apply to the Tuition Reimbursement Fund:

- A. An applicant applying for tuition reimbursement must have been employed by the Public Schools of Brookline in a position represented by Unit A for a minimum of one year prior to applying for tuition reimbursement.
- B. There is a limit of \$500 of reimbursement per contract year per employee up to the \$10,000 fund maximum per contract year. Effective September 1, 2010, there is a limit of \$600 of reimbursement per contract year per employee up to the \$19,000 fund maximum per contract year.
- C. The School Department will establish three deadlines for applications for reimbursement (one deadline for each of the following three semesters: fall, winter/spring, and summer).
- D. Applicants must obtain prior written approval for the course for reimbursement from the Superintendent or his/her designee prior to taking the course; the decision of the Superintendent/designee is final and binding.
- E. Applicants may not obtain reimbursement for tuition, if there is a voucher available to use for the course.
- F. The Applicant must obtain a grade of "B" or better in the pre-approved course to be entitled to reimbursement. (If the course is not offered for a grade and is only offered

on a pass/fail basis, the employee must receive a pass in the course to receive reimbursement.)

Article 4: Conditions of Professional Service

4.1 Work Year

- A. The scheduled school year shall consist of 188 days. The actual number of days that schools are open for children shall not exceed 180. Teachers shall be present for 183 days, two of which shall occur before the beginning of classes in the Fall, and one for the purpose of professional development.
- B. The professional development day will not be scheduled before the first day or after the last day for students. The activities for this day will be planned by the Deputy Superintendent for Teaching and Learning in collaboration with the Professional Development Council. Effective September 2013, the Professional Development day may be converted to a minimum of six (6) hours of pre-approved professional development learning activities related to a goal(s) of the Public Schools of Brookline. The administration will publish a list of specific learning opportunities that may be used to fulfill this requirement and employees may select from this list or propose to participate in and seek approval for other learning opportunities not included on such list. All professional development activities used to satisfy the 6-hour minimum requirement must be pre-approved by the employee's appropriate supervisor(s). The Superintendent has the authority to suspend the conversion of the professional development day into hours for any year or years and require employees to attend a district professional development day in such year(s).

The conversion of the professional development day into hours shall not affect the per diem rate for employees. The per diem rate shall be calculated by dividing the annual salary in Appendix A by 183 days.

- C. The work year for Lab Specialists shall be 191 days.
- D. Newly employed teachers shall also be present for three additional orientation days prior to the start of the work year for returning teachers. Teachers shall be permitted to work in their classrooms or buildings prior to the opening of school for as many hours or days as the building is open, and to leave at the end of the school year as soon as the individual teacher and his/her Principal or the Headmaster determine that all professional responsibilities have been fulfilled.
- E. To the extent that a guidance counselor's assignment or duties may require, a guidance counselor may work beyond the number of days specified for teachers in Article 4.1, up to a maximum of eight (8) additional days as approved by the Assistant Superintendent for Student Services. Notwithstanding the provisions of Appendix B, Section B.1, not more than half the additional days worked may be taken as compensatory time.

- F. To the extent that a nurse's assignment or duties may require, a nurse may work beyond the number of days specified for teachers in Article 4.1, up to a maximum of six (6) additional days as approved by the Superintendent or Deputy Superintendent for Student Services.
- G. To the extent that an ETF's assignment or duties may require, an ETF may work beyond the number of days specified for teachers in Article 4.1, up to a maximum of eight (8) additional days as approved by the Superintendent or Deputy Superintendent for Student Services
- H. The 2017-2018 work year shall be increased by one (1) additional day; such day shall be for professional development (PD) and shall be planned by the Superintendent/designee. (There shall be no additional compensation for this additional day.)
- I. Starting in the 2018-2019 work year, the Superintendent may add one (1) mandatory additional day per work year for all teachers or a subset or subset(s) of teachers identified by the Superintendent. Such additional day to be used for professional development/training. Such additional professional development/training day will be scheduled by the Superintendent prior to the start of the student school year but contiguous with the start of the work year and/or during the student school year (excluding the student vacation periods in December, February, and April) and excluding Saturdays and Sundays, and teachers shall attend such additional scheduled day. Each teacher who is required to attend such mandatory additional day shall be paid her/his per diem rate for attendance. The Superintendent will notify the BEU President whether or not he/she will be adding one day to the upcoming work year and will identify the teachers who are required to attend such day immediately after the School Calendar has been approved for the following work year. (The first time the Committee may exercise the right to add one day is in the 2018-2019 work year after appropriate notice has been provided in the 2017-2018 work year.) This Section shall not be applicable to requested (voluntary) professional development/training days.

4.2 School Calendar.

Effective through the end of the 2016-2017 work year:

“Unless otherwise mutually agreed, the work year for teachers shall not begin before September 1 and shall not end after June 30.”

Effective with the start of the 2017-2018 work year, replace the prior sentence with:

“Unless otherwise mutually agreed, the work year for returning teachers shall not begin before the Wednesday before Labor Day or September 1 whichever is earlier and shall not end after June 30. It is agreed that the work year for newly employed teachers may begin prior to the work year for returning teachers.”

The Superintendent shall give notice to the BEU of the proposed calendar no later than one week before the December vacation, and, upon request, the BEU and the Superintendent shall negotiate in good faith before the calendar is publicly distributed or adopted; provided that in the event no agreement is reached by the last regularly scheduled BSC meeting prior to the February vacation the BSC then may adopt and publish the calendar. It is understood that the school calendar shall comply with applicable laws and regulations.

4.3 Teaching Hours and Teaching Loads

The School Committee may reopen negotiations during the term of this 2016-2019 Agreement regarding teaching hours and the work day in Article 4.3 A. i, iii, iv, v, ix, x.

A. Teaching Hours

- i. The work day for full-time teachers at the high school will be 6.833 continuous hours between 7:25 am and 3:00 pm. Instruction time will begin no earlier than 7:45 am with the exception of Z Block which shall begin no earlier than 7:30 a.m. Teachers will be present in the building 20 minutes before the start of their first scheduled period. On days when a teacher on an early schedule has an after-school faculty, departmental or IEP meeting, he or she may begin such work day at 7:45 am.
- ii. The work day for full-time teachers in grades K through 8 will be 6.333 continuous hours between 7:30 am and 3:00 pm
- iii. The work day for High School and elementary school librarians will be 7.583 continuous hours between 7:45 am and 4:00 pm. Full-time Library Assistants will be on duty for 8 continuous hours between the hours of 7:45 am and 4:00 pm, including a 30-minute duty-free lunch.
- iv. School adjustment counselors/social workers shall maintain office hours from 8:00 am to 4:00 pm.
- v. The work day for nurses will be 6.833 continuous hours between 7:25 am and 3:00 pm, with a 30-minute lunch break during which nurses are on call for emergencies.
- vi. The work day for the Pre-Kindergarten teachers will be 5.383 continuous hours between the hours of 7:30 am and 2:00 pm or between 11:00 am and 5:30 pm. Four and one quarter continuous hours of that time will be with students.
- vii. The work day for the Pre-School teachers will be 4.216 continuous hours between the hours of 7:30 am and 1:00 pm or between 11:30 am and 5:00 pm. Three and one quarter continuous hours of that time will be with students.
- viii. The work day for full-time Pre-School/Pre-Kindergarten teachers will be the same as full-time grade K-8 teachers.

- ix. The work day for Lab Specialists will be 8 continuous hours between the hours of 7:30 am and 4:00 pm, including a 30-minute duty-free lunch.
- x. The work day for occupational therapists and physical therapists will be 6.833 continuous hours between 7:25 a.m. and 4:00 p.m. with a 30-minute duty free lunch.
- xi. Effective September 2013, notwithstanding any provision of this Agreement to the contrary, the instructional day for students and the work day for teachers shall be increased by ten minutes at the end of the teacher's work day on four days per week and students shall be dismissed forty (40) minutes early on one day per week. The Superintendent or his/her designee shall notify the BEU President on or before March 31st of the prior school year which days shall be extended by 10 minutes and which day shall be an early release day for students. The time after students are dismissed on the early dismissal day shall be used for teacher collaboration in grade-level or grade-span meetings, subject-specific meetings, meetings regarding specific students, meetings designed to further the established goals of the individual teacher, department, school and/or system and (on a more limited basis) other collaboration related activities (i.e. contacting collaborators or summarizing the results of a grade level or subject area meeting.) Such collaboration shall be with other teachers including specialists, ELL teachers, special educators and others and may include participation by Unit B administrators and/or other administrators. Teachers may be asked to report such collaborations to their building principal.

B. Assignment of individual employees to work day starting time. The assignment of individual employees to work day start times for the following school year will be in accordance with the following timelines and provisions.

- i. **March.** The headmaster or designee will circulate a form (in elementary schools the teacher will send a letter to the principal) on which employees will indicate their preference, if any, for start time, including whether there are compelling personal circumstances for not being assigned to a particular start time. Employees may communicate oral information on the nature of the compelling personal circumstance.
- ii. **May - June.** Based on information then available, the headmaster or designee will give to employees notice of the assignment of their start times by June 1 (for elementary principals, 10 days prior to the last school day).

As soon as practical but not more than 10 days after receipt of notice of start time, an employee may submit a request for reconsideration based on a compelling personal circumstance previously communicated by such employee to the headmaster/principal or designee. Information serving as the basis for such request will remain private with the BSC and the BEU.

The BEU and the headmaster/principal or designee will jointly review and try to resolve the requests for reconsideration prior to final assignment.

Final assignment of start dates will be issued by the headmaster/principal by the end of the teacher work year, subject to subsection iii.

The deadlines in this subsection will be strictly enforced.

- iii. **Summer reassignments.** Late budget decisions, budget rescissions or budget changes made after the end of the teacher work year or employee turnover thereafter, or other circumstances beyond the control of the employer may lead to reassignments of employee start times. Request for accommodation based on compelling personal circumstances which were not considered prior to the end of the teacher work year will be reviewed in good faith by the headmaster or designee in conjunction with the BEU where appropriate.
- iv. **Final disposition.** The parties recognize that the final assignment of start times is a BSC right the exercise of which will not be subject to the grievance and arbitration procedure. Notwithstanding the prior sentence, the BEU and not any individual employee may file an institutional grievance to be submitted to expedited arbitration under the Expedited Arbitration Rules of the American Arbitration Association, claiming that a headmaster/principal acted in bad faith under this section B.

C. Impact on Unassigned Periods

The provisions of Sections 4.3 A., B., and D. neither enlarge nor diminish the rights of the parties under Sections 4.3 H., I., J., and K. It is understood and agreed that each high school teacher shall be scheduled for the equivalent of at least 4 standard periods per week as unassigned periods plus X block, exclusive of the one-half hour duty free lunch period per day. It is further understood and agreed that the schedule

for the 97/98 school year includes some class meetings that are 1½ periods and some that are 4/5 of a period but that each high school teacher shall be assigned a maximum of the equivalent of 20 standard instructional periods and 4 standard periods of other assigned duties.

D. Notification of change in school schedules

In the case of any contemplated systemic restructuring of the schedule at any school, the BEU will be given advance notice and an opportunity to discuss such change, prior to notice of change to individual employees. The headmaster or principal will provide the BEU 60 days advance notice when practicable, but in no event less than 30 days prior to such notice to individual employees.

- E. By mutual agreement of the supervisor and member of the bargaining unit, a schedule may be arranged which differs from those set forth in sections A, B and C above provided that the changed schedule may not involve work which begins prior to 7:00

am or ends after 6:00 pm. It is understood that any such arrangements shall be reviewed and evaluated by the member, his/her supervisor and any other appropriate staff after one year.

- F. Physical education teachers in the elementary schools shall be required to participate in the after-school sports program, except when excused by the BSC or where an individual elementary school physical education teacher had prior contract commitments for other work which precluded his/her taking part in the after-school sports program. Such teachers as are assigned by the school administration to such program shall be required to work not more than 4 such after school sessions per week. If such elementary school physical education teacher were ill on a day on which he/she would otherwise perform such after-school duties he/she shall receive pay for such day. (See Appendix B)

Any physical education teacher hired after July 1, 1977, (and assigned to the High School) may, at the discretion of the BSC, be required to coach up to two seasons per year.

- G. All teachers will have a 30-minute duty-free lunch period to be taken at the following times.
- i. In the elementary schools, during the regular student lunch period of their grade level where practicable; and
 - ii. In the High School, in accordance with present practices.
- H. Grades 9-12 teachers shall have a maximum of twenty (20) assigned instructional periods and four (4) periods of other assigned duties (one of which may be a homeroom), except as the BSC has previously voted otherwise.

The BSC may change the policy with respect to those teachers who currently receive .25 credits for each class taught notwithstanding the above provision of this section. Any such changes by the BSC will be in accordance with the letter from the BSC to the BEU dated February 27, 1992.

- I. Effective through the end of the 2017-2018 school year:

Each elementary teacher (K-5) will be scheduled for a daily preparation period. In a five-day week, at least four (4) of these preparation periods will be scheduled for at least forty (40) minutes in length, while the fifth will be scheduled for at least thirty (30) minutes in length. Such preparation periods are exclusive of the one-half (1/2) hour duty-free lunch period per day. The employee's supervisor shall have the responsibility to schedule preparation and lunch periods.

Effective at the start of the 2018-2019 school year, replace above paragraph with:

Each elementary teacher (K-5) will be scheduled for a daily preparation period of at least forty (40) minutes in length. Such preparation periods are exclusive of the one-

half (1/2) hour duty-free lunch period per day. The employee's supervisor shall have the responsibility to schedule preparation and lunch periods.

- J. Teachers responsible for grades 6, 7 & 8 only, will have a minimum of five unassigned periods, exclusive of the one-half hour duty free lunch period per day and will usually be responsible for a homeroom.
- K. Teachers of art, home economics, industrial arts, music, physical education and specialists (except nurses), and teachers responsible for instruction in more than one school in grades K-8 will have a minimum of five unassigned periods per week exclusive of the one-half (1/2) hour duty-free lunch period per day. The employee's supervisor shall have the ultimate responsibility for scheduling. If employed full-time and assigned to one school, then the employee may be responsible for a homeroom. Travel time, appropriate to the distance, will be given to teachers responsible for instruction in more than one school.

L. Meetings, Conferences and Office Time

- i. Teachers shall be available for student conferences after school at reasonable times to be arranged with the elementary building principal or curriculum coordinator in the High School. A teacher may be in his/her classroom or building for as much time either before or after the hours indicated in the preceding paragraphs as he/she, in his/her professional judgment, determines is necessary to provide adequately for his/her programs and children.
- ii. Notwithstanding the provisions of the preceding sentence, a teacher will also be expected to stay in his/her classroom or building for such additional time as his or her Principal, Curriculum Coordinator or their Supervisor reasonably deems necessary.
- iii. As long as the current grading system remains in effect, there will be four scheduled release day afternoons for parent-teacher conferences twice a year; once in the fall and once in the spring for regular classroom teachers in grades K-6. In addition to the above, each school shall offer a 3-hour evening parent-teacher conference block for grades K-6 in both the fall and spring conference periods.
- iv. **Office time.** In addition to Subsections i, ii and iii, effective September 1, 2002, all full-time Unit A personnel other than library assistants and lab specialists will schedule one 30-minute block of time as school office time one day per week for meetings with students or parents. Such time will be scheduled as follows:
 - immediately following the bargaining unit member's assigned work day; or
 - immediately before the bargaining unit member's assigned work day.

At the high school, office time may be scheduled immediately prior to the teacher's first period, with the teacher's arrival time 20 minutes prior to office time; or office time may be scheduled immediately on arrival, preceding 20 minutes before the teacher's first period. Elsewhere in the system, morning office time shall be scheduled to end immediately prior to the beginning of an employee's work day. Such office time shall be scheduled and published at the beginning of the school year and quarterly thereafter to reflect any schedule change.

M. **Kindergarten.** If on November 1 of a given year a kindergarten class exceeds 22 students, 30 hours per week of aide time will be assigned.

N. Student Load

- i. It is the goal of the BSC that no full-time high school teachers in Social Studies, Math or Foreign Language shall have an aggregate student load of more than 115 students. If on November 1, such a teacher has a student load in excess of 115, the Headmaster shall make efforts to reduce such load to 115.
- ii. Specialists, including nurses, have the right to union representation in any conversation regarding workload that the specialist or nurse may have with his/her supervisor or other administrator.

O. Special Education Workload

A special education teacher (effective September 1, 2007, add: Adaptive P.E. Teacher, physical therapist, speech therapist, and occupational therapist) may apply to his/her principal or, in the case of the high school, the Special Education Coordinator, for up to six (6) hours per quarter of duty-free time for the purpose of completing required paperwork.

4.4 Extra-Curricular Duties

- A. The BSC and the BEU acknowledge that a teacher's primary responsibility is to teach and that his/her energies should be utilized to this end. The BSC and BEU also recognize that there are additional duties and responsibilities of a teacher which must be fulfilled. The BSC agrees that insofar as is practical, such duties and responsibilities shall be equitably assigned.
- B. The BEU recognizes the right of the Superintendent or his/her designees to assign teachers to attend extra-curricular activities, such assignments to be made in an equitable manner.
- C. Part-time teachers shall not be required to perform non-teaching duties to an extent greater than that fraction of a full-time teaching load, rounded off to the nearest full period, for which they have been hired.

4.5 Professional Staff-Pupil Ratio. During the term of this Agreement, the BSC will make all reasonable efforts to maintain the 1972-73 ratio of number of members of this bargaining unit and Unit B to the number of students. Prior to submission of the budget to the BSC, the BEU is invited to consult with the administration to discuss the BEU's priorities in the changing of staffing patterns.

4.6 Attendance and Participation in Meetings

A. Attendance and participation in meetings called by appropriate school officials are professional responsibilities. Reasonable effort shall be made to avoid scheduling more than 38 meetings for any teacher. An agenda shall be sent to each participant three school days before the meeting. Although under normal circumstances meetings shall not exceed one hour, participants and conveners should understand that the meeting might take longer and should make every effort to remain. Special interest groups (e.g. BEU, etc.) will schedule meetings at their own discretion. While the decision to attend any particular meeting shall be left to the individual's professional judgment, such judgment is to be fairly and reasonably exercised. As a matter of normal courtesy, the teacher is expected to notify his/her appropriate supervisor if unable to attend.

B. Except in an emergency, teachers in grades K-6 do not have to attend curriculum meetings for the first nine workdays of the school year or during June.

4.7 Registers of Attendance. Registers of attendance in all schools shall be done by data processing.

4.8 Instructional Aides. There shall be one building aide at each elementary school (two at the Edward Devotion School).

4.9 Teacher Indemnity. The BSC recognizes its statutory duties and powers under Chapter 258 of the General Laws.

4.10 Health and Safety

A. A joint committee (JC) consisting of two representatives each designated by the BSC and BEU will be established. The JC shall determine whether additional members shall be added. The JC will review existing health and safety policies and will develop recommendations to the BSC for establishing procedures designed to help identify problems relating to health and safety and to assure prompt investigation and, as appropriate and feasible, corrective action.

B. The BSC agrees to maintain a healthful and safe work place. Disputes hereunder shall be subject to the grievance procedure but shall not be arbitrable. The parties will utilize a mutually agreed upon private mediator to assist in reaching agreement on unresolved disputes. The cost will be shared equally by both parties.

- 4.11 Class Size Report.** The Assistant Superintendent for Human Resources will provide to the BEU by October 30 and February 28 of each school year a comprehensive report on elementary class size and composition.
- 4.12 Assistance for Specialist.** If a specialist, such as an elementary chorus teacher, has more than 65 students in a class and is the only compensated adult in the classroom, the principal shall assign another compensated adult to the classroom for such class upon the request of the specialist.

Article 5: Leaves of Absence

5.1 Sick Leave

- A. All full-time teachers will be credited with 12 days of sick leave as of the first official day of each school year. Any teacher who joins the staff after the commencement of the school year shall be credited with sick leave proportionately. Any teacher who is on unpaid leave for more than one-half (1/2) of the work year will be credited with sick leave proportional to the time paid. However, if a teacher is on leave for more than one-half (1/2) of the work year for the convenience of the Public Schools of Brookline, s/he shall receive the full sick leave benefit.
- B. Teachers who are employed part-time for 5 days per week shall be entitled to 12 proportionate sick leave days.
- C. A teacher employed for 4 full days per week is entitled to 10 days of sick leave. A teacher employed for 3 full days per week is entitled to 7 days of sick leave. A teacher employed for 2 full days per week is entitled to 5 days of sick leave. A teacher employed for 1 full day per week is entitled to 2 days of sick leave.
- D. Unused days of absence for personal illness will be cumulative each year, without limit.
- E. **Notification Concerning Sick Leave.** In order to allow a reasonable time to provide for a replacement, any teacher who foresees a sick leave of absence of ten or more consecutive days should notify the Assistant Superintendent for Human Resources two months in advance of the approximate date of such absence; but the teacher is encouraged to notify the Assistant Superintendent for Human Resources as soon as possible to allow more time to provide a replacement.
- F. **Family Leave.** It is agreed that the Family and Medical Leave Act (“Act”) and the Massachusetts Maternity Leave Act apply to employees in the bargaining unit. FMLA benefits will apply to members of the bargaining unit who are regularly scheduled 0.5 FTE or greater.
- G. **The Family and Medical Leave Act (the “Act” or “FMLA”)**
- i. FMLA permits unpaid leave to enable employees to care for certain family members with a serious health condition and for the birth or adoption of a child

under the terms of the Act. The FMLA “year” shall be a rolling 12-month period. Sick leave taken under this Article shall be credited against any FMLA entitlement.

- ii. An employee may use up to 12 of his/her earned but unused paid sick leave days per year for a serious health condition of a family member as defined in the FMLA (spouse, child, parent) or of any other relative who is a permanent member of the employee’s household or a domestic partner of such employee or for the birth or adoption of a child. If an employee is eligible to use 12 paid FMLA days for the birth of a child, earned but unused sick leave days can be taken subsequent to any sick leave taken for the birth mother's period of disability. Only employees eligible for FMLA, as provided for in Section 5.1.F under this contract, can use the 12 paid FMLA days for any of the above-stated reasons.
 - iii. Effective September 1, 2011, an employee may use up to five of such 12 earned but unused paid sick leave days per year (and/or administrative leave days under Article 5.4A) in case of illness of such family member or other relative which is less than a “serious health condition.” If the family member who is ill does not reside in the employee’s household, it is expected that such leave will be utilized for the purpose of providing needed care and/or attendance to such person where such care is not otherwise available. All employees, regardless of FMLA eligibility, are eligible for the use of these five (5) days.
- H. The provisions of the Massachusetts Workers’ Compensation Act shall apply to nurses who are absent due to injuries and/or illnesses covered by that Act to the extent permitted by action of the Town Meeting.

5.2 Sick Leave Bank

A “Sick Leave Bank” shall be maintained whereby all teachers may “deposit” one day of the sick leave to which they are entitled each year. Teachers who have used up the sick leave to which they are entitled may apply to draw on the bank. The bank shall be administered by a Sick Leave Bank Committee consisting of four members, two designated by the BSC and two designated by the BEU. The operation of the bank and withdrawals there from shall be carried out in accordance with the following guidelines:

- A. All deposits to the Sick Leave Bank are to be voluntary.
- B. A teacher shall be enrolled in the Bank unless s/he provides written notice (or via e-mail) of her/his election not to join the Bank to the Assistant Superintendent for Human Resources by October 15th. Such employee’s “opt-out” of the Bank shall continue from year to year unless s/he provides written notice (or via e-mail) to join the Bank to the Assistant Superintendent for Human Resources by October 15th of a subsequent year. Any such subsequent joining of the Bank shall be considered the 1st year of membership under section K of Article 5.2.

- C. Any teacher joining the staff after the opening of school will be enrolled in the Bank unless s/he indicates in writing (or via e-mail) to the Human Resources Director within 30 days of initial employment that s/he does not wish to join the Bank
- D. Only those who deposit to the bank may be permitted to withdraw from the bank.
- E. All requests for withdrawal from the bank must be accompanied by the reason and approved by the Sick Leave Bank Committee.
- F. The number of days requested from the bank must be specified at the time of initial request.
- G. Any request for extension of days after the initial request from the bank will be reviewed by the Sick Leave Bank Committee and granted accordingly.
- H. The Sick Leave Bank Committee may request an attending physician's statement regarding the nature of the illness of the applicant and the anticipated period of absence.
- I. The borrower is required to repay 25% of the number of days. This amount may be adjusted by the Sick Leave Bank Committee dependent upon the total days available in the bank.
- J. No days may be withdrawn from the Sick Leave Bank for use by any reason other than illness. Days may not be withdrawn to permit a teacher to stay at home for other members of a family. In the event of a new contract and/or an extension of the existing one, the balance of days in the Sick Leave Bank is to be carried over to succeeding contracts.
- K. During the first year of membership in the Sick Leave Bank, a teacher may not withdraw more than 60 days per school year. During the second year of membership in the Sick Leave Bank, a teacher may not withdraw more than 90 days per school year.
- L. **Subrogation.** An employee who requests sick leave bank days shall be required, as a condition of receipt of such days, to agree in writing to repay the total cost of such days to the Public Schools of Brookline if and when such an employee collects damages from a third party for his/her illness/injury where such illness/injury was the reason provided in accordance with Section E of Article 5.2 and resulted in the need for such sick leave bank days. For any funds recovered, the appropriate number of sick leave days will be restored to the sick leave bank.

5.3 Medical Documentation Protocols

- A. **Health Care Provider's Letter.** If requested by the Assistant Superintendent for Human Resources, the employee shall furnish a letter from a health care provider. Generally, this note is not requested until after the fourth consecutive day of absence. This letter should state the nature of the illness and the anticipated period of absence.

- B. **DOL Form.** If the Superintendent or his/her designee, applying reasonable standards, finds the health care provider's letter to be insufficient, the employee shall present the health care provider's findings as soon as is reasonably possible using the United States Department of Labor's Certification of Health Care Provider form.
- C. **Permission for Consultation.** If the employee submits a complete DOL form signed by the health care provider, the Superintendent or his/her designee may not request additional information from the employee's health care provider. However, the Superintendent or his/her designee, applying reasonable standards, may have a health care provider representing the BSC contact the employee's health care provider, with the employee's permission, for purposes of clarification and authenticity of the medical certification. The employee gives such permission via e-mail or by a hard copy with signature and date. Refusal to give permission will result in no sick leave benefit.
- D. **Second opinion.** If the Superintendent or his/her designee has reason to doubt the validity of a medical certification, the Superintendent or his/her designee may require, in writing, the employee to obtain a second opinion at the BSC's expense. The Superintendent or his/her designee is permitted to designate the health care provider to furnish the second opinion, but the selected health care provider may not be employed on a regular basis by the BSC. Any contacts under this paragraph between the Superintendent or his/her designee or his/her health care provider and the designated second opinion health care provider shall be in writing.
- E. **Third opinion.** If the opinions of the employee's and the BSC's designated health care providers differ, the Superintendent or his/her designee may require the employee to obtain certification from a third health care provider, again at the BSC's expense. This third opinion shall be final and binding. The third health care provider must be designated or approved jointly by the Superintendent or his/her designee and the employee. The Superintendent or his/her designee and the employee must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Superintendent or his/her designee does not attempt in good faith to reach agreement, the Superintendent or his/her designee will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification. Any contacts under this paragraph between the Superintendent or his/her designee or its health care provider and the designated third opinion health care provider shall be in writing.
- F. **Additional rules for 2nd and 3rd opinions**
- i. Pending receipt of the second or third medical opinion, the employee is provisionally entitled to the sick time. If the certifications do not ultimately establish the employee's entitlement to the sick time, the sick leave shall be treated as unpaid leave and the employee shall be required to repay any pay received during the period of provisional entitlement.

- ii. If the Superintendent or his/her designee requires the employee to obtain either a second or third opinion the BSC must reimburse the employee for any reasonable “out of pocket” travel expenses incurred to obtain the second and third medical opinions. The Superintendent or his/her designee may not require the employee to travel outside normal commuting distance for purposes of obtaining the second or third medical opinions except in very unusual circumstances.
- iii. Copies of 2nd and 3rd opinions received by the Superintendent or his/her designee are to be mailed to the employee within two business days of the receipt by the Superintendent or his/her designee.

G. Files of Medical Documentation. Any and all medical information provided by an employee and/or his/her medical care professional and/or any medical care professional contracted by the BSC (or by the BSC and the employee jointly) shall be held as strictly confidential and placed in a medical file separate from the employee’s personnel files. Physical access to these files shall be limited to the employee, the Superintendent and the Assistant Superintendent for Human Resources and their respective confidential secretaries. Both parties reserve all rights under law with respect to privacy of medical information.

5.4 Requests for Leaves, Extensions or Renewals. All requests for leaves, extensions or renewals of leaves shall be made in writing (or via e-mail) and responded to in writing. Requests for such leaves and renewals shall be submitted to the Superintendent or his/her designee with a copy to the teacher’s immediate superior by February 1 prior to the commencement of the leave, whenever possible. If such submission is delayed to not later than March 15, the Superintendent shall approve such request if the delayed submission is due to extenuating circumstances of the individual applicant as reasonably determined by the Superintendent. Notwithstanding any provisions of Section 5.6 (A), (B), (C in case of enlistment only), (F) or (H) of this Agreement to the contrary but subject to applicable laws, the Superintendent shall not be required to grant a leave of absence requested after July 31.

5.5 Leaves of Absence with Pay

A. Administrative Leave. Each teacher shall be entitled to a total of four days of leave with pay during each school year. The teacher is required, with respect to two of such four days of leave with pay to give no reason to any person, but is required with respect to the other two such days of leave to state orally, to the teacher’s immediate supervisor the reason for taking such leave, provided that if any of such days falls on a Monday, a Friday or on a school day immediately preceding or following a holiday, a reason must be stated. Each nurse shall be entitled to five (5) days of administrative leave with pay during the school year; no more than two (2) of said days may be taken without the advance approval of the Superintendent or his/her designee. The parties agree that such leave should be taken only for important personal reasons and not as vacations or for recreation. Except in emergencies, each person proposing to take leave pursuant to this section shall so notify the Superintendent or his/her designee at least five school days before the date on which the leave is to be taken or to commence. The Superintendent

or his/her designee, if he/she determines that such person's absence in accordance with the notice would seriously jeopardize the normal functioning of the school system, may require a statement of reasons and upon hearing them may instruct the person not to take the leave at the time proposed. Any employee may be required to meet with his/her supervisor(s) regarding a pattern of use of administrative leave days and/or potential misuse of administrative leave days. The supervisor will address any determination of misuse through appropriate discipline.

Any teacher who is on unpaid leave for more than one-half (1/2) of the work year will be credited with administrative leave proportional to the time paid. However, if a teacher is on leave for more than one-half (1/2) of a work year for the convenience of the Public Schools of Brookline, s/he shall receive the full benefit.

If at the end of any work year a teacher has unused Administrative Leave days, such days shall be converted to sick leave.

- B. Each teacher shall be granted one (1) day per year to visit other schools or to attend activities which have a demonstrable relationship to the improvement of his/her professional skills and expertise.

The Superintendent shall have the authority to grant more than one day to a particular person, if s/he is convinced such leave will be of direct benefit to the Public Schools of Brookline.

C. Bereavement

- i. Teachers shall be granted leave of absence with pay for not more than five days (not necessarily in Succession) on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, or parent-in-law, whether such relative was a member of the teacher's household or not. Pay for absence not to exceed five (5) days shall also be allowed on account of death of any other relative who was a permanent member of the teacher's household, or another person with whom said teacher resided.
 - ii. Teachers shall also be paid full salary for an absence not to exceed one day to attend the funeral of a first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, or niece.
 - iii. For purposes of this section C, domestic partner shall be treated on the same basis as a spouse.
- D. No salary deduction shall be made in case of absence by reason of being called to appear in court or other tribunal on business concerning the Public Schools of Brookline.
 - E. Each member of the professional staff covered by this Contract who is a member of a state or national reserve complement shall be entitled to up to ten (10) days each school year to serve with said reserve unit. The BSC agrees to pay the differential

between military pay and the teacher's salary when the former is smaller, during this period of temporary active duty. Every effort shall be made by a teacher in cooperation with the Superintendent to arrange for the fulfilling of active duty reserve obligation at times other than when schools are in session.

- F. If a teacher's attendance at summer school is required by the Superintendent or his/her designee and if said summer school begins prior to the end of the teacher's work year, he/she shall be released in sufficient time to commence attending the summer school according to schedule without loss of pay.
- G. **Jury Duty.** No teacher shall suffer a loss of salary to which he/she would otherwise be entitled for performing jury duty. The Assistant Superintendent for Human Resources will request exemption from jury duty in accordance with applicable laws. Teachers who are not excused from jury duty must notify the Assistant Superintendent for Human Resources and exercise any rights they have to seek to reschedule their jury duty service at a time not in conflict with the school calendar. If a teacher complies with this section but is required to perform jury duty service on days he/she otherwise would have worked, such days shall not be charged to any other type of leave.
- H. **Work-Related Injury or Illness.** An employee who is absent due to a work-related injury or specified work-related illness shall submit a copy of the accident report and supporting medical documentation to the Superintendent or his/her designee who will investigate the incident and present the information to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall advise the Superintendent or his/her designee regarding coverage for such absence without loss of pay or sick leave according to the following guidelines of the BSC. The decision of the Superintendent or his/her designee is final and is not subject to the grievance procedure.

Providing that an employee can establish that the illness is work related, the following illnesses shall be covered: measles, mumps, chicken pox, fifth disease, pertussis and meningitis. All other illnesses and diseases, including mental illness, emotional distress, and illness caused by stress-related conditions, shall be excluded.

Teachers may be reimbursed for medical expenses (excluding co-payments and deductibles) not covered by insurance for work-related injuries and covered work-related illnesses up to a maximum of \$250 per teacher per year subject to a \$5,500 cap on the aggregate liability of the BSC per year for all members of Unit A and Unit B. In the event a teacher has reimbursable medical expenses which exceed \$250 and the BSC has not exhausted the annual \$5,500 cap, the teacher may request additional reimbursement from the Superintendent or his/her designee.

5.6 Leaves of Absence without Pay

A. Union Leaves

- i. **Unpaid Leave for Certain BEU Officers.** With the approval of the Superintendent, up to three (3) members of the professional staff (comprised of both Units A and B), designated by the BEU shall, upon request, be granted leaves of absence for not more than two (2) years without pay for the purposes of serving as elected officers of the BEU at the state or national level. Upon return from such leave, a teacher shall be considered as if he/she were actively employed by the BSC during the leave and shall be placed on the salary schedule at the level he/she would have achieved, had he or she not been absent.
 - ii. **Paid Leave for BEU President**
 - a. A full time paid leave of absence shall be granted annually to the BEU President in each year of this Agreement for the purpose of conducting BEU business. The BEU agrees to reimburse the BSC for the entire cost of wages and all fringe benefits attributable to each paid leave. The reimbursement of wages will be calculated by adding the President's salary for that year to the average salary of persons newly employed on the same salary schedule as the President on or before September 1 of that year, and by dividing such total by two. Such reimbursement shall in no event be higher than the BEU President's salary. In any year when there are no new hires, the parties will use the average salary calculated from the prior year, adjusted by the percentage change on the salary schedule for the year of no new hires.
 - b. The BEU must notify the Superintendent by March 1 of the intention of the BEU President not to return to active employment in his or her bargaining unit the following school year.
 - c. The classroom re-entry procedures applicable to the BEU President in office on March 1, 2000 are set forth in a side letter dated March 22, 2000. Classroom re-entry procedures applicable to a subsequent Union President who has been absent from a classroom for more than four consecutive years while on Union President leave will be subject to negotiations between the parties in a successor agreement.
- B. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, Massachusetts Teacher Corps, or serves as an exchange teacher, and is a full-time participant in any such program. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the BSC during the leave and will be placed on the salary schedule at the level he/she would have achieved had he/she not been absent.

- C. Leaves without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence, up to a maximum of four years.
- D. A leave of absence without pay or increment of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent or his/her designee.
- E. After four (4) years continuous employment in the Brookline School System, a teacher may be granted a leave of absence without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence. Any teacher whose personal illness extends beyond the period compensated shall be granted such a leave of absence.
- F. A leave of absence of up to one (1) year shall be granted to any teacher not eligible for Sabbatical Leave as provided for in Section 5.10.B of this Contract for purposes of engaging in study or for cultural travel or work programs related to his/her professional responsibilities. Upon return from such work, a teacher shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
- G. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return, and he/she shall be assigned to a position equivalent to the one which he/she held at the time said leave commenced.
- H. Other leaves of absence without pay may be granted by the Superintendent or his/her designee.

5.7 Superintendent's Approval of Leaves. Notwithstanding the foregoing, it is agreed that a leave of absence which is to begin or end during the school year must be approved by the Superintendent or his/her designee. Such approval shall be granted only in extraordinary circumstances. Subject to the foregoing, such approval shall not be unreasonably withheld.

5.8 Child-bearing Leave

- A. Employees shall be granted leaves of absence for reasons of childbearing in accordance with applicable federal and state laws.
- B. A teacher on child-bearing leave may apply unused sick leave only for those days on which she is actually incapacitated and unable to work due to disability resulting from pregnancy or recovery there from, except as provided for in Article 5.1.G.ii.

C. Summer births

- i. **Sick Days.** An employee granted child-rearing leave is paid via use of sick days only when the employee is actually incapacitated and unable to work due to disability resulting from pregnancy, birth and/or recovery there from during the employee's usual days of work. For example, if the employee is incapacitated during the summer, the employee receives no pay. However, for a period of incapacity resulting from pregnancy, birth and/or recovery there from that extends into the work year (e.g. a delivery date of June 2 or August 25), the employee will be paid via use of sick days, even if the employee takes the rest of the school year off on child-rearing leave
- ii. **Paid Family Leave.** If an employee is eligible to use 12 paid FMLA days for the birth of a child pursuant to Article 5.1.G.ii, the employee is entitled to the 12 paid days of FMLA Leave even if the period of incapacity related to the birth does not extend into the school year and/or the employee is to take the rest of the year off.
- iii. **Sick Time, Longevity, Seniority Accrual.** An employee does not accrue sick time, seniority, or longevity, for any year in which the employee is paid solely on sick time or the 12 FMLA days, i.e. the employee actually has to work sometime during the year to accrue sick time, seniority, or longevity.

5.9 Child-rearing Leave

A. Entitlement. Any teacher with professional status or nurse with three years of continuous service will be granted a leave of absence without pay for up to two years for the purpose of childrearing. It is understood that teachers on leave will return on September 1 unless prior agreement has been made with the Superintendent or his/her designee. This also applies to adoptive parents. If an employee eligible for child-rearing leave gives birth or adopts a child before January 15th of any school year and takes the rest of the school year off, that shall constitute one of years entitled. If such an employee gives birth or adopts a child on or after January 15th of any school year and takes the rest of the school year off for child rearing leave, then the employee shall be entitled to two additional school years off for child rearing leave related to the birth or adoption.

B. 5-month notice

- i. All requests for child-rearing leaves shall be made in writing to the Assistant Superintendent for Human Resources no later than five calendar months before the expected delivery date.
- ii. In the case of adoption, the employee is to request the leave once the employee's home study has been completed and notarized.
- iii. Employees wishing to take a child-rearing leave that starts the school year after the birth year shall give notice by February 1.

- C. **Adverse Circumstances.** In the case of the termination of the pregnancy for any reason or the death of a baby during a child-bearing or child-rearing leave of absence, the Superintendent or his/her designee will grant the request of the employee to return to work earlier than anticipated.
- D. **Superintendent's Discretion.** The granting of a child-rearing leave is not subject to the discretion of the Superintendent or his/her designee (i.e. it will be granted automatically) given:
- i. the leave commences in September or directly after other adoption/birth-related leaves; and
 - ii. the employee returns to work the following September; and
 - iii. the employee is a teacher with professional status; a nurse, occupational therapist or physical therapist with three years of continuous service; and
 - iv. the leave is for the employee's entire position (i.e. not part-time); and
 - v. submission deadlines are met.

All other child-rearing requests may be granted at the reasonable discretion of the Superintendent or his/her designee.

- E. **Child-bearing and Child-rearing Forms.** Employees are to apply for child-bearing and child-rearing leave on the form developed by the BEU and BSC updated March 11, 2004.

5.10 Sabbatical Leave Policy

A. Policy

The policy of sabbatical leave is a plan intended to help maintain and improve the quality and efficiency of instructional service in the Public Schools of Brookline. It is an additional opportunity for teachers to extend their professional competence and so better serve the Brookline Schools. Such growth is particularly vital in a period of rapid changes in the techniques and the art of teaching.

The Superintendent of Schools will recommend to the BSC the granting of such leave as he/she judges will enlarge the professional competence of the applicant and improve the general efficiency of teaching services.

All professional employees are eligible for sabbatical leave and are considered in the following regulations in the term "teachers."

B. Eligibility

- i. Any teacher who has completed seven or more years of continuous satisfactory service in the Public Schools of Brookline may, upon recommendation of the Superintendent, be granted a leave of absence for one semester at full pay or two semesters at half pay for study or research on a full-time basis, subject to Section 5.10.L.i.
- ii. The applicant shall not be eligible for subsequent leaves until he or she has served another period of seven continuous years of successful service.

C. Number of Leaves Authorized. Not more than one percent of all professional staff (in both units A and B combined) shall be granted a sabbatical leave during any given academic year. Requests for sabbatical of less than a full year shall be granted only upon showing of extraordinary circumstances. The BSC reserves the right to exceed the 1% limit for extraordinary circumstances as determined by the BSC.

D. Application for Leave

- i. Application shall be made on or before March 1 of any year. If approved, such leave shall officially begin at the beginning of either the first or second semester of the year immediately following. Each applicant shall be notified as to the disposition of his/her application no later than April 30.
- ii. Applications shall be made upon a regular blank form prescribed by the Superintendent and shall include a program of study or research to be followed by the teacher during the period of leave.

E. Selection Procedure

- i. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. Similarly, consideration shall be given to the reasonable and equitable distribution of the applications among the different schools, grade levels, departments and administrative staff.
- ii. Personnel to be granted sabbatical leave shall be selected by a standing committee of three members consisting of the Superintendent of Schools, who shall act as Chairman, the Assistant Superintendent for Human Resources, and the President of the BEU or his/her designee.
- iii. If the number of the professional staff in Units A and B combined who apply for sabbatical leave in any year exceeds one percent, then selections of teachers for sabbatical leaves will be made from the following groups.
 - a. Professional staff with extremely long periods of service without sabbatical leave who require retraining in order to serve effectively.

- b. Professional staff who wish to upgrade skills in accordance with a plan for improved teaching efficiency or improved classroom practices.
 - c. Professional staff who will undertake new or revised duties in accordance with a request from the administrative staff or the BSC.
 - d. Professional staff who are engaged in a significant research study which will benefit the Brookline Schools or education in general.
 - e. Professional staff whose sabbatical study will lead to an advanced degree.
- F. **Subsequent Service.** Prior to granting such leave, teachers shall enter into a written agreement with the BSC that upon termination of such leave he/she will return to service in the Public Schools of Brookline for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the Town of Brookline an amount equal to such proportion of salary received by him/her while on leave as the amount of service agreed to be rendered, unless such teacher is incapacitated, has been discharged or has been released for good and sufficient reasons by the BSC from this obligation.
- G. **Professional Teacher Status and Pension Status.** Contributions to the retirement fund by the teacher shall continue through the period of sabbatical leave and shall be credited for service in accordance with the practices of the Massachusetts Teachers Retirement System. Professional teacher status privileges and salary increments shall continue just as they might in normal employment.
- H. **Illness or Accident.** Should the program of study or research being pursued by the teacher on sabbatical leave be interrupted by serious accident or illness (verified by the Superintendent) this unforeseen fact shall not be considered as a breach of the contractual agreement nor prejudice the teacher against receiving all rights and benefits provided for under the terms of the sabbatical leave policy, providing the Superintendent was notified of such accident or illness by registered letter within 15 days of its occurrence.
- I. **Forfeiture of Leave.** If the teacher on sabbatical leave is not fulfilling the purpose for which the leave was granted in the opinion of the Superintendent, the Superintendent shall report this fact to the BSC. The BSC may terminate the leave of absence as of the date of its abuse as determined by the Superintendent. In the event such leave is terminated, the teacher will return to active duty as assigned by the Superintendent.
- J. **Return to Active Duty.** A teacher on sabbatical leave for the first semester of any school year shall notify the Superintendent in writing on or before December 1 of that year of his/her intention to return to duty the following semester. If leave has been granted for the second semester or the entire school year, the teacher shall give such notification on or before April 1.

K. Reinstatement

- i. Upon the termination of the sabbatical leave, the teacher who has complied with the regulations set in the aforementioned paragraph shall be reinstated in the position he/she held at the time such leave was granted or an equivalent position, unless he/she shall agree otherwise.
- ii. The teacher shall, at the expiration of his sabbatical leave present satisfactory evidence that the period of leave has been utilized in good faith for the purpose of which it was granted before the aforementioned reinstatement is exercised.

L. Salary

- i. The salary granted a teacher on sabbatical leave for one semester shall be the same salary to which he or she would be entitled, if not on leave, minus the regular deductions for Federal Income Tax, Massachusetts Income Tax and for Teachers' Retirement as computed for all employees. The salary granted to a teacher on a full school year sabbatical leave shall be one-half of the salary to which he/she would be entitled if not on leave. The salary granted to a teacher on a full year sabbatical who is serving his/her tenth year or more shall be paid three-fourths of the salary to which he/she would be entitled if not on leave.
- ii. The salary payments shall be in accordance with the general time schedule for payment of salaries in the Public Schools of Brookline.

M. Recommendations by the BEU. From time to time the BEU may make recommendations to the Superintendent concerning the provisions of the Sabbatical Leave Policy.

Article 6: Evaluation and Supervision

6.1 Educator Evaluation

Educators shall be evaluated using the Educator Evaluation Agreement for Brookline Educator Union Unit A Personnel, which is found under separate cover and incorporated into this Agreement by reference.

6.2 This section intentionally left blank.

6.3 This section intentionally left blank.

6.4 Withholding Salary Increment. Superintendent reserves the right to withhold a salary increment from any teacher who has not performed in a satisfactory manner. If a teacher is at the maximum of his/her preparation column and has not performed in a satisfactory manner, the Superintendent reserves the right to withhold any salary increases.

- 6.5 Personnel File.** Each teacher shall have the right to review and make copies of the contents of his/her personnel file originating after initial employment and to have a representative of the BEU accompany him/her in such review.
- 6.6 Derogatory Material.** Should any material which the Superintendent or his/her designee shall consider to be derogatory be placed in the teacher's personnel folder, then the teacher involved will be given the opportunity to review same prior to its placement in the personnel folder. The employee shall initial such material prior to its insertion. The employee's initials do not signify agreement with the contents but rather serve as evidence that the employee has seen the material in question. If the teacher chooses to do so, he/she may submit any statement concerning the derogatory material; and if he/she so desires, said statement shall be filed with the alleged derogatory material in the teacher's personnel folder. If such material may result in discipline or otherwise affect the teacher's status, it shall be sent to the teacher involved within twenty (20) school days. It is understood that the Superintendent or his/her designee will make an appropriate investigation before inserting derogatory material into an employee's file. In addition, with regard to nurses, any complaint to any school official regarding the performance of a nurse which the school official believes could affect the nurse's employment status, shall be called to the attention of the nurse involved within 7 working days.
- 6.7 Academic Freedom**
- A. Every teacher shall have the right to active citizenship, to participate in any political activity or to run for public office.
 - B. The teacher may, with the approval of the Principal or Secondary Curriculum Coordinator, introduce additional materials to be used or presented in the classroom.
- 6.8 Professional Development and Educational Improvement**
- A. The BSC shall pay reasonable expenses, in accordance with normal practice, for a teacher requested to attend a workshop or seminar.
 - B. Vouchers for courses shall be given preferentially to the cooperating teachers who have earned them. Upon request of the BEU, the Assistant Superintendent for Human Resources and a representative of the BEU will review the availability and distribution of vouchers in December and May of each school year.
 - B. **Professional Development Council.** The Superintendent, through the Deputy Superintendent for Teaching and Learning, will establish a Professional Development Council for the purpose of addressing the professional development needs of all bargaining unit members. At a minimum, the Council shall consist of the following: one preschool-grade 2 teacher, one grades 3-6 teacher, one grades 7-8 teacher, two grades 9-12 teachers, one elementary special education teacher, one high school special education teacher, one teaching specialist (e.g. art, music, PE), one non-classroom specialist (e.g. social worker, guidance counselor), one member from Unit B, and one paraprofessional. The BEU shall appoint one member of the Council.

The Deputy Superintendent, after consultation with the BEU, will appoint the remaining members of the Council.

6.9 Employee Assistance Program. Members of this bargaining unit and their household members will have access to a confidential employee assistance program that provides assessment and referral services as well as short-term counseling.

6.10 Evaluation of Administrators. Staff members are encouraged to provide feedback directly to supervisors. However, any staff member may submit a report regarding his/her supervisor at any time during the school year. This report shall be signed by the sender and submitted to the Assistant Superintendent for Human Resources and to the concerned supervisor.

6.11 Discipline with Discretion

- A. An employee will be notified, in advance, in writing (or via e-mail) when practicable, of the purpose of a meeting with an administrator in cases where disciplinary action is contemplated, and shall be entitled to have BEU representation.
- B. The administrator shall exercise reasonable discretion in the manner in which s/he disciplines an employee. When an administrator criticizes or disciplines an employee, those discussions shall not occur in the presence of parents, students or other employees not superior to the employee.

Article 7: Just Cause

No teacher who has acquired professional teacher status shall be discharged or otherwise disciplined without just cause.

No grievance involving the dismissal, demotion or suspension of a teacher shall be submitted to arbitration unless the teacher by said choice waives any rights he or she may have under Chapter 71 of the General Laws of the Commonwealth of Massachusetts to resolve the same dispute.

This provision shall not apply to the non-renewal of the annual contract of persons holding positions listed in Appendix B-8.

Article 8: Conditions of Development and Implementation of Educational Programs

8.1 Policy Recommendations. The BEU and the BSC desire to encourage the active participation of the teachers in the development and implementation of the best possible programs for the children of Brookline, including State and Federal Aid Programs. The Faculty Representative Council as the standing committee of the BEU may make recommendations to the Superintendent in regard to such programs. The Superintendent or his/her designee shall acknowledge and review such recommendations and meet with the Faculty Representative Council to discuss them.

8.2 Policy Review. Before a new policy is recommended to the BSC, it shall be presented to the Faculty Representative Council for their response within a week thereafter.

- 8.3 In-Service Training.** Teachers who wish to make suggestions for in-service training programs are encouraged to do so by submitting any such suggestions to a Teachers and Administrators' Training Fund (TATF) subcommittee consisting of two representatives from Units A and B combined designated by the BEU and two designated by the BSC.
- 8.4 Workload Oversight Committee.** There shall be a committee established commencing in the 2016-2017 work year through August 31, 2019. The committee shall consist of eight educators, four of whom are appointed by the Superintendent and four of whom are appointed by the BEU from Unit A. The committee shall be co-chaired by the Deputy Superintendent for Teaching and Learning who shall be one of the four educators appointed by the Superintendent and one of the educators on the committee appointed by the BEU. Both co-chairpersons shall be present for the committee to meet. The committee shall meet outside of the BEU contractual work day. Educators in positions in Unit A who are appointed to and who participate in the committee shall receive a stipend of five hundred dollars (\$500.00) per work year. Such stipend shall be prorated for participation of less than a full work year. The committee shall meet regularly, generally anticipated to be 6 to 8 times per work year, to receive information and/or presentations and to review and make recommendations to the Superintendent and, where appropriate, to the School Committee on issues impacting teaching and learning which may include but not be limited to:

- (i) review of new initiatives, such as the purpose for the initiative, readiness for the initiative including infrastructure and/or technology requirements, training, and supports and timing of implementation;
- (ii) paperwork and work load issues;
- (iii) caseload for non-classroom personnel/specialists; including direct and indirect services to students;
- (iv) duty free lunch;
- (v) prep time; and
- (vi) collaboration time.

The sole forum for resolving disputes regarding this Section 8.4 shall be under Massachusetts General Laws, chapter 150E section 10.

Article 9: Grievance Procedure

- 9.1 Definition of Grievance.** Any claim by the BEU or a teacher that there has been a violation, misinterpretation or misapplication of the terms of this contract or a violation of any established policy or practice shall be a grievance. As used in this section the words "established policy" shall mean a policy which is established by the BSC and which may be changed by the BSC from time to time pursuant to the powers conferred upon the BSC by law.
- 9.2 Time Limits.** During the school year the time limits specified in this article shall mean school days. During the summer recess the time limits shall mean calendar days exclusive of Saturdays, Sundays and legal holidays. The time limits specified in this article shall be considered maximal unless extended by mutual agreement in writing.

- 9.3 Level One.** A teacher with a grievance shall present it within thirty (30) days after the occurrence giving rise to the grievance or after the teacher, using due diligence, should have become aware of such occurrence, to his/her Principal, the Headmaster or his/her immediate supervisor, in writing on a standard form, either directly or through the BEU. If the occurrence which gives rise to the grievance was the result of a decision or an action of the Superintendent, the Level One grievance shall be presented to him/her.
- 9.4 Level Two.** If the grievance is not resolved to the satisfaction of the grievant within five (5) days after submission at Level One, the employee may present the written grievance to the BEU's Grievance Committee within five (5) days thereafter. The Grievance Committee shall review the grievance with the aggrieved and give its decision to the employee within five (5) days after receipt of the grievance. The BEU Grievance Committee may present the grievance in writing to the Superintendent within five (5) days thereafter.
- 9.5 Level Three.** If the grievance is not resolved to the satisfaction of the grievant or the BEU within five (5) days after submission at Level Two, the teacher or the BEU may present the grievance in writing to the BSC within five (5) days thereafter.
- 9.6 Level Four.** If the grievance is not resolved to the satisfaction of the BEU within fifteen (15) days after submission at Level Three, the BEU may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within twenty (20) days thereafter.
- 9.7 Resolving Grievances.** If (a) a grievance is submitted at Level One, (b) it is not resolved to the satisfaction of the grievant or the BEU within five (5) days after such submission, and (c) at the end of the said five (5) days there are less than fifty (50) days remaining before the expiration of this contract, then the grievant or the BEU may present the grievance in writing to the BSC at Level Three within ten (10) days thereafter. No grievance originally presented during the term of this contract shall lapse by reason of the termination of this contract, unless such a grievance could not be a grievance under the successor contract. For the purposes of resolving any grievance to which the preceding sentence applies, the terms of this contract shall be deemed to remain in effect until such grievance is finally resolved. The foregoing sentence shall not be construed as extending the term of this contract for any other purpose or any other circumstances.
- 9.8 Arbitrability.** BSC decisions on any question of educational policy or any decision regarding contract renewal, reappointment or dismissal of a teacher with pre-professional status shall not be subject to arbitration. No Arbitrator shall have any power to alter, add to or detract from the provisions of this Agreement.
- 9.9 General Provisions**
- A. The BEU shall have the right to use in its presentation at any level of this grievance procedure any representative(s) of its own choosing.
- B. The expenses of any arbitration under this Article shall be borne in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- C. All decisions at Level Two and Three of the Grievance Procedure shall be in writing and shall be promptly presented to the grievant or the BEU.
- D. The attendance of any teacher at a grievance hearing, whether as the grievant, as a person asked to furnish or verify facts or as a representative of the BEU, shall be regarded as a professional responsibility to be performed without loss of pay.
- E. The parties agree to make reasonable attempts to resolve grievances informally before they are presented at Level One.

9.10 Legal and Equitable Remedies. Nothing in this Article shall prevent either party from instituting any proceeding to obtain any legal or equitable remedy to which it may be entitled before any court or other tribunal of competent jurisdiction.

Article 10: BEU Rights and Privileges

10.1 Use of Buildings and Facilities

- A. The BEU shall have the right to use the school buildings at reasonable times for meetings. If the meeting is held during those hours when a custodian is present or has regularly scheduled hours, there will be no charge for the use of the building.
- B. The BEU shall have the right to post materials dealing with proper and legitimate business of the BEU on bulletin boards used for teachers' exchange.
- C. The BEU shall have the right to use the teachers' mailboxes for distribution of materials.
- D. The BEU President can continue to have an e-mail account the use of which must comply with all applicable laws and regulations.
- E. The BSC shall continue to make office space, comparable to present size, available to the BEU.

10.2 Right to Address. The BEU, like all citizens, has the right to speak to the BSC on matters of mutual concern during the BSC's regular meetings. The BEU shall be provided with a copy of the Official Agenda of each regular or public meeting of the BSC, prior to such meeting. The BEU shall be provided with copies of the official public minutes of each regular BSC meeting as soon as possible after the approval of the said minutes by the BSC.

The BEU shall have the right to address the teachers at the first general faculty meeting of the school system.

The BEU shall have the right to address new teachers during one of the new teacher orientation days. Such address to new teachers shall not exceed 60 minutes and shall be on a day and at a time determined by the Superintendent.

10.3 Information on New Hires. The BEU shall receive from the Superintendent the names of all new teachers by the opening of school. The Superintendent or his/her designee shall provide the President of the BEU monthly with the name of employees in the

bargaining unit hired during that month, where the new employee has been assigned, the new employee's years of experience and what the new employee's pay scale is, and effective September 2012, including step placement.

10.4 Athletic facilities. Teachers shall have the right to use the athletic facilities of the schools of the Town during the regularly scheduled hours of these facilities.

10.5 BEU Days. Teachers and building representatives of the BEU may request and they may be granted educational leave to attend meetings and workshops held by the local, state, or national associations. The BEU shall be allowed an aggregate of thirty (30) such days for all persons in Units A and B and the Paraprofessional Unit each school year. Up to ten (10) unused days from the previous year will be added to the thirty (30). At no time shall the total days exceed forty (40).

10.6 Agency Service Fee

Effective September 1, 1993, any teacher employed by the BSC shall be subject to an agency service fee unless said teacher is or becomes a members of the BEU. The fee shall equal the cost of collective bargaining and contract administration except in no case shall the fee exceed the dues amount for the current membership year.

Collection of agency service fees, including the collection of delinquent fees shall be solely the responsibility of the BEU, and the BSC shall not be obligated to take any action in regard to the employment of such delinquent employees. Teachers who fail to pay the fee shall not be subject to dismissal or suspension, but the BEU may pursue payment through whatever legal means it deems appropriate.

The BEU agrees to set the amount of the agency service fee and to administer procedures relating to the fees in accordance with all applicable laws and regulations.

Effective with the first pay period in September 2010, the BSC agrees to deduct the agency service fee from the paychecks of employees who authorize such deductions and to forward such fees to the recipient designated by the BEU. (The parties agree to use the attached voluntary authorization form.) The BSC will provide the new employees with the agreed upon authorization form. Completed forms will be available to the BEU in the payroll office.

10.7 Meetings with the Superintendent

Effective September, 2011, the Superintendent and/or his/her designee(s) and the BEU President and/or her/his designee(s) will endeavor to meet once quarterly at a mutually convenient time to discuss issues that have already been addressed with the appropriate supervisor(s) and which in most circumstances have system-wide implications. This

section 10.7 shall not be subject to the grievance and arbitration provision of this Agreement.

Article 11: Reductions In Force ("RIF")

The BSC and the BEU reaffirm their commitment to excellence in education and to length of service in the Public Schools of Brookline. In the event that it becomes necessary to reduce the number of employees within the school system, the following shall apply.

- 11.0** A. No teacher with professional teacher status (PTS) shall be laid off pursuant to a reduction in force (RIF) or reorganization if there is a teacher without such status for whose position the covered employee is currently certified.
- B. No teacher with PTS shall be laid off pursuant to a RIF or reorganization or if there is a less qualified teacher with PTS holding the same or similar position for which the covered employee is currently certified. .
- C. No teacher with PTS shall be displaced by a more senior teacher with PTS unless the more senior teacher is currently certified and is at least as qualified for the position as the junior teacher holding the position.
- D. In the event that layoffs of teachers with PTS are necessary within a particular discipline, a teacher's job performance, qualifications, and the best interests of students shall be used to determine the order of layoff, as follows:
- (1) Teachers with PTS, whose last overall summative rating was Unsatisfactory and who have been on an Improvement Plan, shall be reduced before other PTS teachers in their discipline. Ties in this determination shall be broken by seniority with the least senior teacher in the discipline being subject to layoff first, such teachers shall not be eligible for recall.
 - (2) If additional layoffs are necessary within a particular discipline, teachers with PTS whose last overall summative rating was Unsatisfactory but who are not on an Improvement Plan, shall be reduced before other PTS teachers in their discipline. Ties in this determination shall be broken by seniority with the least senior teacher in the discipline being subject to layoff first. Such teachers shall not be eligible for recall.
 - (3) If additional layoffs are necessary within a particular discipline, teachers with PTS whose last overall summative rating was Needs Improvement, and who have been on a Directed Growth Plan that has not resulted in a change to the teacher's overall rating, shall be reduced before PTS teachers not rated Needs Improvement or Unsatisfactory. Ties in this determination shall be broken by seniority with the least senior teacher in the discipline being subject to layoff first. Such teachers shall not be eligible for recall.

(4) If additional layoffs are necessary within a particular discipline the Superintendent/designee shall consider the teachers' qualifications and the best interest of students in the school or district. Seniority shall be used as a tie-breaker in personnel actions under this Article among teachers whose qualifications are no different.

For purposes of this Article 11, employees within the same discipline area with an overall rating of proficient or exemplary in their most recent summative evaluation shall be considered to have qualifications that are no different.

11.1 Seniority shall be defined as length of continuous service in the Public Schools of Brookline in years, months and days from the most recent date of hire.

- A. Paid leaves of absence shall count toward the accrual of seniority.
- B. Approved unpaid leaves of absence of fewer than forty-one (41) consecutive working days shall be counted toward the accrual of seniority.
- C. Approved unpaid leaves of absence of longer than forty (40) days shall not constitute a break in service, but time spent on such leave shall not count toward accrual of seniority.
- D. Those employees hired prior to September 1, 1999 will accrue seniority as follows:
 - i. The years in which a person was on leave of absence but worked .2 or more for the entire year will be counted as a year of seniority.
 - ii. Full-time unpaid leaves of absence taken for part of the year will be deducted from seniority and longevity.
- E. Those employees hired on or after September 1, 1999 will accrue seniority as follows:
 - i. Anyone working .5 or more in a given year will receive one year toward seniority. Anyone working less than .5 but .2 or more for the entire year shall receive .5 for the year they are working toward seniority. This means the difference between their date of hire and longevity date in each of these years would be six months.
 - ii. This arrangement includes people who are working less than full time due to a LOA and those with less than full time PTS.
 - iii. Full-time unpaid leaves of absence taken for part of the year will be deducted from seniority.

11.2 For purposes of this Agreement, seniority shall be defined as length of continuous service in the Public Schools of Brookline in years, months and days from the most recent date of hire.

- A. Paid leaves of absence shall count toward the accrual of seniority.
- B. Approved unpaid leaves of absence of fewer than forty-one (41) consecutive working days shall be counted toward the accrual of seniority.
- C. Approved unpaid leaves of absence of longer than forty (40) days shall not constitute a break in service, but time spent on such leave shall not count toward accrual of seniority.

11.3 No teacher with more than three (3) full consecutive school years of service in the Public Schools of Brookline as a teacher shall be laid off if there is a teacher with pre-professional status serving in a position where such teacher (with more than three (3) full consecutive school years of service in the Public Schools of Brookline) is either qualified and teaching in the discipline or is qualified and certified/licensed in the discipline.

11.4 If, in the application of this Article, it is necessary to determine the seniority order of two or more employees with the same seniority credits, the following procedure shall apply in the following order: (a) a full-time employee shall be deemed senior to a part-time employee; (b) the employee with the most experience as a substitute employee in the discipline will be deemed senior to the other employees; ; or if necessary, (c) a lottery shall be conducted in the presence of the Director for Human Resources and the President of the BEU, or their designees, to determine the order of seniority among such employees.

11.5

- A. An employee laid off from an affected discipline area may replace a less senior teacher in another discipline area provided that he/she is certified/licensed and qualified to teach in the new discipline. The following shall be the criteria employed by the Superintendent or his/her designee in determining qualifications:
 - i. prior teaching experience in the new discipline;
 - ii. major and minor fields of college study (as shown by official transcript);
 - iii. recent college-level course work in the new discipline's subject area (s);
 - iv. related experience outside the field of education.
- B. If there is a dispute concerning whether the Superintendent or his/her designee employed the above criteria in the determination of qualifications, then a joint committee, consisting of two (2) BSC members or their designees and two (2) BEU members (appointed by the BEU President) shall review the decision and shall attempt to resolve the dispute. In the event that the joint committee cannot reach agreement, the matter will be referred to expedited arbitration pursuant to Article 11.14 of this provision.
- C. For purposes of this Article, discipline areas shall be as follows:

- i. Early Education
- ii. Elementary K-6
- iii. Performing Arts K-12
 - a. Vocal Music
 - b. Instrumental Music
 - c. Dance
 - d. Drama
- iv. Specialists K-6
 - a. Literacy
 - b. Mathematics
- v. Physical Education K-12 VI.
- vi. Computers 7-12
- vii. Special Education K-12
- viii. English Language Learners/Transition Bilingual Education/ESL K-12
- ix. English 7-12
- x. Mathematics 7-12
- xi. Social Studies/Political Science 7-12
- xii. Foreign Language 7-12
 - a. French
 - b. Spanish
 - c. Latin
 - d. German
 - e. Chinese

- f. Japanese
- g. Russian
- xiii. Science 7-12
 - a. Biology
 - b. Chemistry
 - c. Physics
 - d. Earth Science/Physical Science
 - e. General Science
- xiv. Home Economics 4-12
- xv. Industrial Arts K-12
- xvi. Visual Arts K-12
- xvii. Occupational Education
 - a. Business education/marketing
 - b. Early childhood education
 - c. Food Service Careers
 - d. Horticultural/Conservation
- xviii. Guidance K-12
- xix. School Adjustment Counselors/Social Workers K-12
- xx. Speech and Language Therapists K-12
- xxi. School Psychologists K-12
- xxii. Library Science K-12
- xxiii. Health
- xxiv. Nurses

a. School Clinic Nurses

b. Support Nurses

xxv. Associate Deans

xxvi. Occupational Therapists K-12

xxvii. Physical Therapists K-12

xxviii. African-American Scholars Leader

xxix. Vision Specialists

xxx. Lesley Internship Coordinator

xxxi. Hearing Specialists (when applicable)

xxxii. Library Assistants

xxxiii. Lab Specialists

a. Foreign Language Lab

b. Humanities Lab

c. Math and Science Lab

11.6 Whenever an administrator who is a bargaining unit member and who has professional teacher status in the Public Schools of Brookline ("PSB") as a teacher is reduced, s/he shall be credited with all seniority earned as a teacher in the PSB and allowed to replace a the least senior teacher in the discipline area of most recent employment provided that the administrator has, greater seniority than the teacher so affected. If no teacher in the specific discipline area is less senior than the administrator, then the administrator may exercise bumping rights in accordance with Article 11.3 of this provision.

11.7 It is understood that if it can be demonstrated that a particular employee within a discipline is the only person in the discipline qualified to teach a course or provide a specialized service of a professional/educational nature, that employee may be retained regardless of seniority.

In determining whether such an employee is qualified the following shall be the criteria employed by the BSC:

a. Prior teaching experience in the new area/level (K -6/7 -12);

- b. Major and minor fields of college study (as shown by official transcript);
- c. Recent college-level course work in the new area/level's subject area(s);
- d. Related experience outside the field of education.

If a teacher in a K-12 discipline area, a guidance counselor, school adjustment counselor, school psychologist or speech and language therapist is moving from the 7-12 area/level to the K-6 area/level or vice versa as the result of a RIF, the Superintendent shall have the right to have to an evaluation done consistent with the Educator Evaluation agreed to by the Parties. The Superintendent and BEU will arrange in advance to provide any counseling/assistance which the parties deem helpful.

If the evaluation of such employee at the end of the evaluation year is unsatisfactory, the Superintendent may, at his option, initiate termination or RIF procedures or may extend the evaluation period to a second year, with the option at the end of that time to initiate termination procedures. The employee may elect to be laid off prior to any termination procedure initiated by the Superintendent. It is further understood that this provision does not apply to any employee who works across levels and is then assigned to a single area/level as defined above.

- 11.8** Reductions in individual full-time equivalencies will be accomplished in the same manner as layoffs, consistent with the Sections set forth above.
- 11.9** No later than October 30 of each school year, the Superintendent or his/her designee shall provide each member of the bargaining unit with an up-to-date seniority list by discipline. Any challenges to the accuracy of the list must be registered, in writing, to the Director for Human Resources before December 1.

The BSC agrees that any published seniority list will also contain the names of all pre-professional status staff members.

- 11.10** When a RIF is to take place, the Superintendent or his/her designee shall give written notice to the affected teachers with professional status by email on or about May 15 preceding the effective date of the reduction. If, however, the RIF of any individual teacher are rescinded before the effective date of the reduction and the teacher is to be reemployed, the Director for Human Resources shall so inform the affected teacher in writing.
- 11.11** An employee affected by this Article will, for 27 months for employees with more than 5 years of service, and 15 months for employees with 5 years of service or less following the effective date of layoff, retain recall rights to fill a vacancy within the employee's discipline. In the event of a vacancy, the most recently affected employee who has recall rights within the discipline will be offered the position created by the vacancy up to the level (part-time or full-time) such employee held at the time of layoff.

Recall notices shall be sent by email to the laid off employees with a copy to the BEU President.

It shall be the responsibility of the laid-off employee to keep the Director for Human Resources informed of his/her current email address and telephone number.

- 11.12** A recalled employee must notify the Superintendent within fourteen (14) calendar days of the actual receipt of recall notice of his/her intent to accept or reject recall. Except as set forth in the following paragraph, if an employee rejects recall or fails to notify the Superintendent within the specified period, the employee shall forfeit all rights and benefits provided for in this Article. Unless otherwise mutually agreed in writing, an employee who accepts recall must begin work on the date set forth in the recall notice or within 14 calendar days, whichever is later. An employee who accepts recall shall retain all service credits and benefits accrued through the effective date of the layoff. While on recall status, laid off employees shall be given preference on the substitute teacher list.

If an employee who is recalled is unable to return within the time set forth above because the employee holds a job in another school system and is committed to complete the school year there, or because the employee is enrolled as a full-time student in a college or university, such employee shall remain extended by the period of time between the date when the employee received the notice of recall and the date when that employee's school year ends. If such employee is subsequently recalled and accepts recall pursuant to the preceding paragraph, s/he shall retain seniority accrued as of the date of layoff and shall accumulate seniority for any period of the layoff in excess of fifteen (15) months.

- 11.13** To the extent permitted by applicable law, laid-off employees may continue group health and life insurance coverage during the recall period, as provided by the BSC to members of the bargaining unit, by reimbursing the BSC for the premium costs. Failure to forward premium payments to the BSC or refusal to return to employment upon recall will terminate this option.
- 11.14** Any disputes over the meaning, interpretation or application of this article shall be resolved in accordance with the Grievance and Arbitration provisions of Article 9; provided that in the event of a factual dispute over the seniority standing of two or more employees or under 11.4 above, such dispute shall be resolved in accordance with the expedited arbitration procedures of the American Arbitration Association.

Article 12: Sexual Harassment Policy

The parties agree that the Sexual Harassment Policy and Procedures adopted by the BSC on June 19, 2003 is hereby incorporated into this Agreement and as such is enforceable under Article 9.

SIDE LETTERS OF AGREEMENT

The BSC and the BEU enter into the following agreements. Other side letters have been negotiated in previous years. The fact that they are not included does not invalidate them.

1. **New – Miscellaneous.** The BSC and the BEU recognize that from time to time miscellaneous day-to-day issues arise. Some examples are the need for use of a private room, telephone, computer, etc. or the fact that parking spaces reserved for BPS employees are unlawfully being used by outsiders. The BSC and the BEU agree that if such an issue arises, the teacher should go to the appropriate representative of the BSC, e.g. a school principal. In the event the matter is not resolved to the satisfaction of the teacher, he/she may refer it to a joint committee consisting of one representative each designated by the BSC and BEU. It is also understood that this is not intended to add or subtract from the rights and obligations of the parties under the collective bargaining agreement.
2. **Definition of Domestic Partners.** The definition of domestic partners shall be as provided by the prior Town Meeting vote, any subsequent Town Meeting vote or any subsequently applicable state law, and with the further understanding that the cost of premiums will be shared by the Town and the employee as otherwise may be applicable to individual or family coverage. Any adverse tax burden as may be imposed under federal or state law relating to the taxability of domestic partner health insurance coverage will be borne by the individual employee.
3. **Time and Learning Implementation.** A Labor-Management Committee, made up of an equal number of representatives of the BEU and BSC will be convened to address specific concerns that may arise due to the implementation of the Time and Learning agreement. This committee will meet on a periodic basis to review these concerns: core hours of the student school day, structured learning time, after-school meetings, implementation by the principals of the Time and Learning Agreement; extended library hours; effect on school nurses; equitable planning time among elementary schools and grade levels; and other issues that the representatives may raise from time to time.
4. **Relicensure**

This letter between the parties outlines the principles by which the parties here agree to address relicensure issues flowing from the BSC's role, assigned by the DESE, in managing the process of approving or disapproving IPDP's and the consequences to employees which flow from disapproval. The terms of this letter are not subject to the grievance and arbitration procedure or statutory arbitration or litigation.

RELICENSURE POLICY

The following relicensure policy to be issued by the Superintendent will govern implementation of the Relicensure Regulations adopted by DOE and shall not be subject to the grievance and arbitration procedures. Pursuant to the requirements of Recertification Regulations, CMR 44.00, adopted by the Massachusetts Board of Education on October 26, 1999, the parties agree as follows:

- A. The Principal or Vice-Principal shall be responsible for approving the Individual Professional Development Plans (IPDPs) of educators at the elementary level. The Headmaster, Deans, Assistant Headmaster, Program Coordinator or Curriculum Coordinator, at the discretion of the Headmaster, shall be responsible for approving the IPDPs of educators at the secondary level. In the case of shared staff, the Superintendent shall designate the supervisor who is responsible for the approval of the IPDP for the duration of the educator's relicensure cycle.
- B. The IPDP will be submitted on the form found in Appendix D.
- C. The IPDPs which are not inconsistent with school or district goals as outlined in Superintendent's annual goals and school annual goals shall be approved.
- D. The supervisor responsible for approval will return the approved IPDP to the individual educator no later than 25 work days following receipt of the IPDP. This timeline also applies to disapproval and final endorsement. IPDPs not returned in 25 days will be considered approved.
- E. In the case of disapproval, the supervisor will state specific reasons for disapproval in writing to the educator and will specify what changes need to be made in the IPDP to gain approval. This provision will also apply in the case of any amendment to the plan at the time of the two-year review during the relicensure cycle.
- F. An educator on leave of absence shall be granted three (3) months from the date of return to work to obtain approval of the IPDP.
- G. Educators who do not intend to recertify are not required to seek approval of an IPDP.
- H. In the event that educators are no longer required by regulation to obtain initial approval or final endorsement of an IPDP for relicensure, this Memorandum shall be declared null and void.
- I. These procedures, the attached form and the school and district goals will be sent to all teachers and administrators in a memo from the Superintendent by September 20 of each year.
- J. Any educator whose IPDP has been disapproved shall have the right to a meeting with the Superintendent and at such meeting shall have the right to be accompanied by a BEU representative who may be an MTA staff representative. Involvement of attorneys is not contemplated by this provision.

5. CORI Agreement

The “CORI Law” (M.G.L. c. 71, Sec. 38R) requires the BSC to obtain Criminal Offender Record Information (“CORI”) on all current and prospective employees who may have direct and unmonitored contact with children. The BSC and the BEU agree as follows:

- A. The Superintendent or his/her designee will limit his/her request for CORI’s to once every three years for any individual employee except if there is a reasonable suspicion that an employee has been arraigned on charges that pose a hazard to children. If such an out of cycle CORI is issued, then the three-year cycle starts anew.
- B. Although it is understood that CORI constitutes personnel record information, CORI’s will not be filed in any individual employee’s personnel file.
- C. All CORI’s will be retained in one secure location as determined by the Assistant Superintendent for Human Resources and only one copy of any individual CORI shall be retained by the Committee.
- D. The BSC will make every attempt to assure that CORI’s are handled only by the Assistant Superintendent for Human Resources and/or his/her administrative assistant. Access to any individual CORI will be consistent with the provisions of Chapter 385 of the Acts of 2002. The Assistant Superintendent for Human Resources will establish a log in order to record the name and title of anyone accessing records and the records accessed.
- E. Upon receiving a written request from an employee for a copy of his or her CORI on file with the Public Schools of Brookline, the Assistant Superintendent for Human Resources or his/ her administrative assistant shall provide the employee with a copy of such CORI.
- F. It is understood that an employee has the right to challenge a CORI pursuant to the statute and to M.G.L. Ch. 149 Section 52C. It is further understood that the Committee and/or its designees will comply with all contractual requirements that employees be notified within twenty school days regarding any derogatory material that comes to the attention of the Committee and/or its designees.
- G. Unless treated as a derogatory material, no CORI will be retained more than three years.
- H. The BSC shall access sealed record information only as permitted by law.
- I. The CORI Policy was adopted by the BSC on June 19, 2003. It is understood by both parties that this Policy and the Procedures embodied in this Agreement are the only CORI Policy and Procedures that apply to employees represented by the BEU.

6. K-8 Teachers (effective September 1, 2007)

The following shall apply to those teachers subject to provisions of Section 4.3.A.ii: “In the first 15 minutes of the school day, teachers will provide instruction which may include structured learning activities. Teachers will be in their classrooms sufficiently prior to the start of the student day to welcome students and provide students with access to the classroom so that instruction will begin at the start of the student day.”

APPENDIX A : Salary Schedules

A.1 Teachers Salary Schedules

Effective 9/1/2016
(\$1,600 added to all steps)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE	MASTER'S DEGREE + 30	MASTER'S DEGREE + 45	DOCTOR'S DEGREE
1	50,769	56,576	59,899	61,509	63,154
2	53,365	59,253	62,657	64,267	66,013
3	55,959	61,929	65,410	67,023	68,869
4	58,546	64,604	68,163	69,775	71,724
5	61,142	67,283	70,918	72,534	74,585
6	63,737	69,959	73,674	75,285	77,440
7	66,328	72,632	76,435	78,045	80,300
8	68,924	75,308	79,189	80,803	83,158
9	71,518	77,986	81,947	83,556	86,017
10	74,115	80,665	84,702	86,314	88,874
11	76,702	83,337	87,458	89,073	91,733
12	79,300	86,017	90,211	91,825	94,588
13	81,778	89,319	92,969	94,581	97,449
14	84,328	91,869	96,270	97,885	100,303
15	86,878	94,419	98,820	100,435	102,786
16			101,370	102,985	105,336
17					107,886

- All steps beyond Step 5 on the Bachelor's lane shall be eliminated for employees who commenced employment in Unit A on or after Sept. 1, 2012 with PSB.
- Employees who commenced employment in Unit A in or before the 2011-2012 school year and who were on Step 5 or below on the Bachelor's lane in the 2011-2012 school year shall not progress past Step 5 in the Bachelor's column.
- Employees who commenced employment in Unit A in or before the 2011-2012 school year and who were on Step 6 or above during the 2011-2012 school year may continue through the steps in effect in the Bachelor's column.
- Nurses, automotive teachers, construction teachers and food services teachers who are not required to have a degree above the Bachelor's level may progress through all steps in the Bachelor's lane.

A.1 Teachers Salary Schedules

Effective 9/1/2017
(2% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE	MASTER'S DEGREE + 30	MASTER'S DEGREE + 45	DOCTOR'S DEGREE
1	51,784	57,708	61,097	62,739	64,417
2	54,432	60,438	63,910	65,552	67,333
3	57,078	63,168	66,718	68,363	70,246
4	59,717	65,896	69,526	71,171	73,158
5	62,365	68,629	72,336	73,985	76,077
6	65,012	71,358	75,147	76,791	78,989
7	67,655	74,085	77,964	79,606	81,906
8	70,302	76,814	80,773	82,419	84,821
9	72,948	79,546	83,586	85,227	87,737
10	75,597	82,278	86,396	88,040	90,651
11	78,236	85,004	89,207	90,854	93,568
12	80,886	87,737	92,015	93,662	96,480
13	83,414	91,105	94,828	96,473	99,398
14	86,015	93,706	98,195	99,843	102,309
15	88,616	96,307	100,796	102,444	104,842
16			103,397	105,045	107,443
17					110,044

A.1 Teachers Salary Schedules

Effective 9/1/2018
(1% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE	MASTER'S DEGREE + 30	MASTER'S DEGREE + 45	DOCTOR'S DEGREE
1	52,302	58,285	61,708	63,366	65,061
2	54,976	61,042	64,549	66,208	68,006
3	57,649	63,800	67,385	69,047	70,948
4	60,314	66,555	70,221	71,883	73,890
5	62,989	69,315	73,059	74,725	76,838
6	65,662	72,072	75,898	77,559	79,779
7	68,332	74,826	78,744	80,402	82,725
8	71,005	77,582	81,581	83,243	85,669
9	73,677	80,341	84,422	86,079	88,614
10	76,353	83,101	87,260	88,920	91,558
11	79,018	85,854	90,099	91,763	94,504
12	81,695	88,614	92,935	94,599	97,445
13	84,248	92,016	95,776	97,438	100,392
14	86,875	94,643	99,177	100,841	103,332
15	89,502	97,270	101,804	103,468	105,890
16			104,431	106,095	108,517
17					111,144

A.1 Teachers Salary Schedules

Effective Work Day 92 in 2018 – 2019 School Year
(2% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE	MASTER'S DEGREE + 30	MASTER'S DEGREE + 45	DOCTOR'S DEGREE
1	53,348	59,451	62,942	64,633	66,362
2	56,076	62,263	65,840	67,532	69,366
3	58,802	65,076	68,733	70,428	72,367
4	61,520	67,886	71,625	73,321	75,368
5	64,249	70,701	74,520	76,220	78,375
6	66,975	73,513	77,416	79,110	81,375
7	69,699	76,323	80,319	82,010	84,380
8	72,425	79,134	83,213	84,908	87,382
9	75,151	81,948	86,110	87,801	90,386
10	77,880	84,763	89,005	90,698	93,389
11	80,598	87,571	91,901	93,598	96,394
12	83,329	90,386	94,794	96,491	99,394
13	85,933	93,856	97,692	99,387	102,400
14	88,613	96,536	101,161	102,858	105,399
15	91,292	99,215	103,840	105,537	108,008
16			106,520	108,217	110,687
17					113,367

A.2 Library Assistants' Salary Schedules

**Effective Work Day 92 in 2014 – 2015 School
Year**

STEP	NO DEGREE	BACHELOR'S DEGREE	MASTER'S DEGREE
1	\$29,717	\$31,056	\$33,024
2	\$31,511	\$32,845	\$34,708
3	\$33,284	\$34,628	\$36,399
4	\$35,078	\$36,416	\$38,083
5	\$36,863	\$38,197	\$39,781
6	\$37,954	\$39,291	\$40,872
7	\$39,060	\$40,437	\$42,066
8	\$40,769	\$42,210	\$43,912

A.3 Lab Specialists' Salary Schedules

Effective Work Day 92 in 2014 – 2015 School Year

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE
1	\$37,518	\$39,948
2	\$39,841	\$42,377
3	\$42,378	\$44,810
4	\$44,810	\$47,238
5	\$47,238	\$49,671
6	\$49,670	\$52,098
7	\$52,098	\$54,527
8	\$53,631	\$56,132
9	\$55,996	\$58,609

APPENDIX B : Extra Compensation

B.1 Compensatory Time. Any employee covered by this Agreement who is required to work longer than the days stipulated in Article 4.1 shall have the option of being paid the per diem rate of his/her annual salary for each additional day or of receiving compensatory time off at a date mutually agreed upon by the employee and his/her supervisor.

B.2 Extra Compensation for Specific Positions. The following personnel shall receive a per annum stipend in addition to their regular salaries as follows:

<u>Position</u>	<u>Effective 8/31/11</u>	<u>Effective 9/1/12</u>	<u>Effective 9/1/13</u>
OT Coordinator	\$4,085	\$4,167	\$4,250
School Adjustment Counselor	\$ 448	\$ 457	\$ 466
Associate Deans	\$3,060	\$3,121	\$3,183

The following personnel shall work additional days than stipulated in Article 4.1 and shall be paid at the per diem rate of his/her annual salary:

<u>Position</u>	<u>Number of Days</u>
Time and Learning Coordinator	7
International Student Adv.	6
Associate Dean	7
African American Scholars Lead Teacher	7

B.3 AP Science Teachers. Teachers who are assigned to extra lab period(s) in AP science, in addition to their normal working assignments, shall receive the following stipends:

<u>Effective Date</u>	<u>1 extra lab</u>	<u>2 extra labs</u>
September 1, 2007	\$ 700	\$ 1,400
September 1, 2012	\$ 714	\$ 1,428
September 1, 2013	\$ 728	\$ 1,457

It is understood that to the extent such teachers have been released from contractual duties in the past, they will now be required to perform all duties pursuant to the contract.

Effective between September 1, 2010 and August 31, 2011, the parties agree that upon the written request of either party to reopen on the issue of compensation in Appendix B.3 for AP Science teachers.

B.4 After School Sports Program. Teachers participating in the elementary intramural sports program will receive the following amounts per session (one hour):

<u>Effective Date</u>	<u>Amount</u>
August 31, 2011 at 11:59 p.m.	\$34.13
September 1, 2012	\$34.81
September 1, 2013	\$35.51

Teachers participating in the elementary extramural sports program will receive the following amounts per session (one hour):

<u>Effective Date</u>	<u>Amount</u>
August 31, 2011 at 11:59 p.m.	\$37.53
September 1, 2012	\$38.28
September 1, 2013	\$39.05

Teachers participating in the high school intramural sports program will receive the following amounts per session (90 minutes):

<u>Effective Date</u>	<u>Amount</u>
August 31, 2011 at 11:59 p.m.	\$51.20
September 1, 2012	\$52.22
September 1, 2013	\$53.27

- B.5 Mileage Allowance.** Teachers who are required to use their automobiles for authorized employment-related travel, shall be compensated at the per mileage allowance rate of the Town of Brookline.
- B.6 Additional Funds for Coaching.** In allocating any additional funds, a Study Committee comprised of representatives of the BEU and the BSC shall meet to address certain inequities, make coaching stipends more competitive with other comparable communities and add new positions. It is understood that the BSC is not obligated to allocate any funds beyond those set forth in the table of rates entitled "Appendix B-8".
- B.7 Other Extra Compensation.** Future positions which do not involve direct supervision or advice to students of the type described in Appendix B.8, will be included in App. B.8 if the entire compensation for the position comes directly from the BSC budget; if the position is permanent, i.e., the BSC determines that it will continue in existence for more than two years and if the compensation for such position is established at \$500 per year or more. Openings in such positions shall be posted. App. B.8 positions whose stipends are less than \$500 will be listed when they become permanent.

If the stipend for a position is \$1,000 or more per annum, the BSC will negotiate the stipend if and when it becomes an App. B-8 position. In establishing a stipend for a position, the BSC will consider, insofar as is practicable, the expected length of time and the hourly rates set forth in the next paragraph. The BSC, however, shall not be bound to establish the stipend in each case based on these factors. It is understood that this is not applicable to any stipends not funded in full by the BSC.

Any employee covered by this Agreement who is requested to work longer than the number of days stipulated as the work year in Article 4.1 to perform tasks such as staff development, curriculum development and in-service workshops shall be paid at the following hourly rates (excluding non-working lunch).

Effective 9/1/16

For Participants \$33.00
 For Leaders \$38.50

With respect to positions other than those which are B.8 positions and those tasks which are described in the preceding paragraph, existing practices shall remain in effect.

B.8 Coaches and Advisors

A. Coaching Stipends

Effective August 31, 2011 at 11:59 p.m.

(1% increase)

Class	Step 1	Step 3	Step 5	Step 10	Step 15
1	\$6,849	\$7,412	\$8,057	\$8,863	\$9,668
2	\$4,794	\$5,189	\$5,639	\$6,204	\$6,768
3	\$4,246	\$4,596	\$4,995	\$5,494	\$5,994
4	\$3,425	\$3,707	\$4,028	\$4,432	\$4,834
5	\$2,533	\$2,743	\$2,981	\$3,279	\$3,577
6	\$1,370	\$1,482	\$1,611	\$1,773	\$1,933
7	\$686	\$740	\$805	\$887	\$967

Effective September 1, 2012

(2% increase)

Class	Step 1	Step 3	Step 5	Step 10	Step 15
1	\$6,986	\$7,560	\$8,218	\$9,040	\$9,861
2	\$4,890	\$5,293	\$5,752	\$6,328	\$6,903
3	\$4,331	\$4,688	\$5,095	\$5,604	\$6,114
4	\$3,494	\$3,781	\$4,109	\$4,521	\$4,931
5	\$2,584	\$2,798	\$3,041	\$3,345	\$3,649
6	\$1,397	\$1,512	\$1,643	\$1,808	\$1,972
7	\$700	\$755	\$821	\$905	\$986

Effective September 1, 2013

(2% increase)

Class	Step 1	Step 3	Step 5	Step 10	Step 15
1	\$7,126	\$7,711	\$8,383	\$9,221	\$10,059
2	\$4,988	\$5,399	\$5,867	\$6,455	\$7,041
3	\$4,418	\$4,782	\$5,197	\$5,716	\$6,236
4	\$3,563	\$3,857	\$4,191	\$4,611	\$5,029
5	\$2,635	\$2,854	\$3,101	\$3,411	\$3,722
6	\$1,425	\$1,542	\$1,676	\$1,845	\$2,011
7	\$714	\$770	\$838	\$923	\$1,006

- Class 1: Head Coach for Football
- Class 2: Head Coaches for Basketball (2), Ice Hockey (2), Indoor Track (2), Outdoor Track (2); Fall Trainer, Winter Trainer
- Class 3: Head Coaches for Baseball, Softball, Soccer (2), Field Hockey, Volleyball (2), Wrestling, Gymnastics, Lacrosse (2), Crew, Swimming (2); Spring Trainer; Assistant Coaches for Football (2-offensive and defensive coordinators)
- Class 4: Head Coaches for Skiing, Golf (2), Tennis (2), Cross-Country (2), Rugby; Assistant Coaches for Football (3 - JV, Head and Asst. Freshman)
- Class 5: Head Coach for Sailing; Assistant Coaches for Basketball (Fr-2), Wrestling, Baseball (2), Softball (2), Soccer (4), Gymnastics, Field Hockey (2), Lacrosse (4), Swimming (2), Crew, Basketball (JV-2), Indoor Track (2), Outdoor Track (2), Volleyball (2), Ice Hockey (4); Equipment Manager (3)
- Class 6: Head Coach for Cheerleaders (2); Assistant Coaches for Tennis (2), Golf (B), Volleyball (2), Skiing
- Class 7: Assistant Coach for Cheerleaders (2)

B. Advisor Stipends

Effective August 31, 2011 at 11:59 p.m.
(1% increase)

Class	Step 1	Step 5
1	\$4,245	\$4,596
2	\$3,265	\$3,534
3	\$2,286	\$2,473
4	\$1,568	\$1,697
5	\$1,177	\$1,272
6	\$ 784	\$ 848
7	\$ 554	\$ 610

Effective September 1, 2012
(2% increase)

Class	Step 1	Step 5
1	\$4,330	\$4,688
2	\$3,330	\$3,605
3	\$2,332	\$2,522
4	\$1,599	\$1,731
5	\$1,201	\$1,297
6	\$ 800	\$ 865
7	\$ 565	\$ 622

Effective September 1, 2013

(2% increase)

Class	Step 1	Step 5
1	\$4,416	\$4,782
2	\$3,397	\$3,677
3	\$2,378	\$2,573
4	\$1,631	\$1,766
5	\$1,225	\$1,323
6	\$ 816	\$ 882
7	\$ 576	\$ 635

Class 1: Murivian, BHS Drama Director, AP Exam Coordinator

Class 2: Government Liaison, Scholarship Committee, 7/8 Extramural Sports Coordinator, BHS Musical Director, Town-wide 7/8 Band Director, Town-wide 7/8 Jazz Band Director, Town-wide Girls Chorus Director, Town-wide Boys Chorus Director, Town-wide Youth Orchestra Director

Class 3: Sagamore, Cadence, BHS Band Director, BHS Chorus Director, BHS Musical Music, BHS Play Director, BHS Freshman Play Director, BHS State Drama Festival Director, Town-wide Jazz Band Director, Town-wide 7/8 Concert Band Assistant, Town-wide Girls Chorus Assistant, Town-wide Grade 6 Jazz Band Director, Town-wide Elementary Orchestra Director, Elementary Drama (8)

Class 4: Black Awareness Club, Refractions, Senior Class, Gay-Straight Alliance, National Honor Society, Math Team, Science Team, Latin Club, Latino American Club, Jazz Band, Asian Students Club, Russian Club, Math League Coordinator, Debating Club, BHS Drama Construction, BHS Manager of Theater

Class 5: Math League (8), Math Counts (8), Intramural Sports Coordinator (2, BHS and Grades 4-8), Grade 4-8 Building Sports Coordinators (8), Mock Trial, Students Action for Justice and Education, BHS Dance Ensemble Director, BHS Orchestra Director, Elementary Chorus (2)

Class 6: Ski Club, Badminton Club, Chess Club, Youth Engaged in Service, Oceanography Club, Connections, Environmental Action, Film Club, Habitat for Humanity, Hip Hop Lady Warriors, Japanese Animation Fan Club, Model UN Club, Philosophy Club, Robotics Club, SADD, Junior Class, Comedy Workshop, BHS Musical Lights, BHS Scenery Painting, Musical Choral Director

Class 7: Police Academy, Freshman Class, Sophomore Class

C. Other Advisors

<u>Position</u>	<u>Effective 8/31/11 at 11:59 p.m.</u>	<u>Effective 9/1/12</u>	<u>Effective 9/1/13</u>
Freshman Homeroom Teacher Advisors	\$589	\$601	\$613
Teacher Mentors	\$612	\$624	\$637
Mentor Facilitators	\$323+\$32/pair	\$329+\$32/pair	\$336+32/pair
BHS Treasury	\$5,492	\$5,602	\$5,714
Middle School Sports Coordinator	\$3,351	\$3,602	\$3,674
Professional Development Council	\$510	\$520	\$531

APPENDIX C: Guidelines

The BSC and the BEU recognize the following guidelines as statements of desirable objectives and procedures. The BSC in exercising its power and performing its duties shall always give consideration to any relevant guidelines set forth in this Appendix.

C.1 Class Size. Under normal circumstances no class should be composed of more than 25 students.

C.2 Teacher Facilities. The BSC should endeavor to provide:

1. Teaching stations with:
 - adequate lighting, heat, and ventilation
 - a desk and a chair
 - resources supportive of modern teaching and learning procedures
e.g. - room darkening shades
 - filmstrip, film, and film loop projectors
 - appropriate software
2. Securable storage facilities for:
 - files
 - books, tapes, etc.
 - electronic hardware
 - personal property
3. Professional Resource and Work Areas:
 - a. Elementary Schools:

One work room for every twelve teachers, with room to be equipped with:

- 1 primary typewriter
 - 1 manual typewriter
 - 1 electric typewriter
 - tables, chairs
 - duplicating machine, electric
 - 1 dry copier per building
 - securable storage for shared resources
 - preauditing and previewing facilities
 - professional resources and periodicals
- b. High School

The equipment listed above under a. in:

- either individual work areas for each discipline or
- shared centers for the disciplines or
- combined student-teacher resource areas for each discipline

4. Teacher Lounge with:
 - telephone
 - availability of restrooms
 - availability of light refreshment
 - practical, yet comfortable furniture
5. Communication system that is efficient enough to reach all, yet selective enough not to be unnecessarily disruptive of the on-going educational process.
6. Dining area (for the staff) separate from the main facility.
7. Counselor offices with appropriate conference area to assure privacy.
8. Department Head Offices with:
 - appropriate conference area to assure privacy
 - staff message center
9. Library and/or Instructional Materials Center - with qualified librarians and assistants.

C.3 Implementation of Educational Programs

1. An advisory committee made up of teachers, the Curriculum Coordinator, and a principal shall be established by the BSC and the BEU for the purpose of evaluating textbooks and materials for the various disciplines at each grade level. Workbooks and textbooks shall be supplied as individual differences dictate. The BSC shall provide sufficient materials for each child in each discipline. Appropriate pupil workbooks shall be considered as supplementary teaching aids and shall be purchased as expendable supply items each school year, at the discretion of the Curriculum Coordinator and teacher involved. Recognition shall be made not only of the differing needs of individual children, but also for individual schools.
2. A flowchart in each discipline for grade K through 8 should be provided by the respective curriculum coordinator for the guidance of teachers.

Initial Review and Approval**Date** _____

The signature below indicates that 80% of this educator's Individual Professional Development Plan is not inconsistent with the educational needs of the school and/or district and is designed to enhance the ability of the educator to improve student learning.

Supervisor's Name (print)_____
Title_____
Signature**First Two-Year Review****Date** _____

The signature below indicates that this educator's Individual Professional Development Plan was reviewed.

Please check one.

_____ The Plan remains consistent with the educational needs of the school and/or district.

_____ The Plan was reviewed and amended.

Supervisor's Name (print)_____
Title_____
Signature**Second Two-Year Review****Date** _____

The signature below indicates that this educator's Individual Professional Development Plan was reviewed.

Please check one.

_____ The Plan remains consistent with the educational needs of the school and/or district.

_____ The Plan was reviewed and amended.

Supervisor's Name (print)_____
Title_____
Signature**Final Endorsement****Date** _____

The signature below indicates the supervisor has reviewed this educator's Record of Professional Development Activities and the reported activities are consistent with the approved professional development plan.

Supervisor's Name (print)_____
Title_____
Signature

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