Contract
between the

Brookline School Committee

and the

Brookline Educators Union

2009-2011

UNIT B

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CONTRACT

This contract, dated as of September 1, 2009, is between the School Committee of the Town of Brookline ("BSC") and the Brookline Educators Association ("BEU") on behalf of Unit B 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 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 salaries and conditions of employment of members of the bargaining unit, 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 members or to groups of members.

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 thereunder, the members of the professional staff covered by this contract shall include all person(s) who regularly work full-time or part-time in any of the following positions: Director of Educational Technology and Libraries, Director of Athletics, METCO Coordinator, Supervisors, Vice Principals, School-Within-A-School Coordinator, Opportunity for Change Coordinator, Winthrop House Coordinator, Early Childhood Coordinator, Program Coordinator for Special Instruction, Director of School-Community Partnership, Coordinator of Student Health Services , Director for Teaching American History and Curriculum Coordinators (herein "Unit B") and shall exclude the Superintendent, the Deputy Superintendents, the Assistant Superintendent, the doctor(s), the Headmaster, the Assistant Superintendent for Human Resources, the Grants Coordinator, Principals, the Supervisor of Adult and Community Education, Assistant Headmaster, Deans, the Principal of Early Education, substitutes, summer school staff, instructional aides and the positions included in Unit A.

C. The BSC will treat administrators who have worked for more than three (3) previous full consecutive school years in the Public Schools of Brookline as administrators 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 administrators who have worked more than four (4) previous full consecutive school years as administrators for the Public Schools of Brookline and who have worked in the previous full school year in a position for which such administrators have certification.

E. As used in this contract, the words "professional staff" and "administrators" in Unit B shall be synonymous and shall include all professional employees covered by this contract except as the context may otherwise require. After the execution of this contract by both parties, the BSC and the BEU shall be responsible for reproducing a sufficient number of copies so that the BEU can distribute a copy to each member of the professional staff.

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 Administrator Employment

3.1 **Salary Schedules in Appendix A and B**. The 2006-2007, 2007-2008, and 2008-2009 salary schedules for the professional staff are set forth in Appendix A and B.

3.2 **Longevity**

Any administrator who has reached the maximum step in the Administrators' 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. 9/1/05 Amount	Eff. 9/1/08 Amount	Eff. 9/1/10 Amount
More than 10...but less than or = to 14	$ 900	$900	$927
More than 14...but less than or = to 19	$ 1,150	$1,150	$1,185
More than 19...but less than or = to 24	$ 1,400	$1,900	$1,957
More than 24	$ 1,650	$2,150	$2,215

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

Unit B personnel not on a Curriculum Coordinators' 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 Curriculum Coordinators' Salary Schedule based on their initial placement and years of service.

3.3 Elective Longevity Buyout ("ELBO")

A. Bargaining unit members of Units A and B whose retirement is administered by the Massachusetts Teachers Retirement Board and who have completed 20 years of continuous service in the Public Schools of Brookline ("BPS") shall be eligible to apply for ELBO as provided under this Section. ELBO payments shall be $3,450 per year for three consecutive years following acceptance of an employee's application, for a total ELBO payment of $10,350, except as otherwise provided below in Subsection b. Such $3,450 annual payment shall be prorated for an accepted employee who works part time during any of the 3-year period. Each accepted employee shall be paid his other ELBO amount by having his/her annual salary, as indicated by the appropriate schedule for the year, increased by $3,450 or the prorated amount

B. **Involuntary termination of employment during the 3-year ELBO period**

Accepted employees will be entitled to the entire sum of $10,350, regardless of date or reason for termination of employment, subject to the following provisions:

i. An accepted employee whose employment is involuntarily terminated by death before the end of the 3-year period shall be entitled to an accelerated payment of the unpaid balance of the $10,350 (see above) sum on the date of death (to the estate). In case of disability or layoff, such accepted employee will receive the unpaid ELBO balance in annual installments on January 1 immediately following the effective date of such disability or layoff, to the extent permitted by law.

ii. Except in the case of extenuating circumstances, an accepted employee who voluntarily terminates employment prior to the expiration of the 3 consecutive year period following acceptance will not be eligible to receive further ELBO payments.

C. Longevity payments specified in Article 3.2, additional salary in recognition of prior service specified in Article 3.5A and payments for people who were actively employed in the 1991-1992 school year specified in Article 3.5B will cease upon acceptance for ELBO.

D. Once an employee whose ELBO application has been accepted has begun to work in the first year following acceptance, such ELBO application shall be irrevocable except for extenuating circumstances arising before the end of the first year. In no case shall voluntary termination of employment be considered an extenuating circumstance.

E. **Annual application and funding**

i. An application for ELBO must be submitted prior to February 1 immediately preceding the year when ELBO payments are to begin.

ii. The BSC shall be obligated to fund annual ELBO applications from Units A and B combined up to an annual maximum of $110,000 in the aggregate. Such sum shall not include the cost of longevity otherwise payable. For example, a Unit A ELBO applicant who under Article 3.2 is eligible for a $1,400 longevity payment would be counted against the $110,000 funding cap to the extent of $2,000, calculated as a $3,450 accrued annual ELBO payment minus the $1,400 longevity payment.

iii. If in any year the number of ELBO applications cannot be accommodated within the $110,000 funding cap, a request will be sent to all ELBO applicants seeking applicants willing to defer the beginning of the 3-year ELBO period until the next school year. Applicants will have ten (10) school days to respond to this request. If this problem persists after voluntary delays have been sought, ELBO applicants from Units A and B combined will be accepted in order of seniority as defined in Article 11A. The remaining applicants will be deferred for consideration to the next school year, by seniority as previously described, with a preference for acceptance over all subsequent ELBO applicants regardless of any greater seniority of such subsequent applicants. Nothing herein shall prevent the BSC from exercising its discretion to fund ELBO applications in excess of the funding cap in any year, subject to the selection procedure set forth in this Subsection.

F. **Elimination of ELBO**

Sunset the entire ELBO and all attendant language as of August 31, 2008.

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. An administrator who retires at age 55 or older or who, at time of retirement, has had twenty (20) or more years of service in the Public Schools of Brookline, shall receive additional salary in recognition of prior service on the basis of either the value of his/her accumulated unused sick leave computed in the manner set forth below or the years of service in the employ of the Public Schools of Brookline computed in the manner set forth below, whichever amount is greater, but in no event shall the amount of such additional salary in recognition of prior service for any teacher exceed $3,300. Effective September 1, 2008 reduce $3,300 to $2,200. Effective September 1, 2009 reduce $2,200 to $1,100. Effective August 31, 2010 sunset Article 3.5A in its entirety.

i. The value of an administrator's accumulated sick leave shall be determined by multiplying the number of such accumulated unused days by 1/30 of 1% of the M+1 maximum of the administrator’s salary schedule in effect that year.

ii. The amount of additional salary in recognition of prior service which would be computed on the basis of the administrator's years of service shall be determined by multiplying the number of full years of service in the employ of the Public Schools of Brookline by 1/3 of 1% of the M+1 maximum of the administrators salary schedule in effect that year.

iii. A retiring administrator who submits his/her resignation plans to the Superintendent not later than February 1, whenever possible, prior to the beginning of the school year in which he/she intends to retire will have his/her additional salary in recognition prior services added to his/her annual salary. 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. If a retiring administrator dies during such school year, the remaining unpaid additional salary in recognition of prior service to which he/she would have been entitled shall be remitted to his/her estate.

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 administrators 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 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 administrator.

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 employees 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. An administrator, on initial employment, shall be placed on the salary schedule according to previous experience and degrees earned at accredited institutions. Placement on the salary schedules for the Director of Instructional Technology, Supervisor and Director of Athletics shall be based on administrative experience. Placement on the salary schedules for Curriculum Coordinators, Program Coordinators and Vice Principals shall be based on teaching and administrative experience.

One-half or greater fraction of a year shall be counted as one year. The salary of administrators who are employed less than full-time shall be prorated in accordance with existing practices.

B. Notwithstanding the first two paragraph in Section 3.6.A, the Superintendent or his/her designee may place an administrator, on initial employment, with the Public Schools of Brookline, on the salary schedule at a higher step than the administrator's previous teaching and/or administrative experience, if any, would otherwise warrant.

There shall be a limit of five (5) administrators employed on a higher step at any time. An administrator is considered to be employed on a higher step until such time that the administrator would have reached the maximum step had s/he been placed upon initial hire on the step that his/her previous teaching and/or administrative experience warranted.

The Superintendent will notify the BEU President of the hiring of such an administrator(s), the step on which the administrator was placed, and the step the administrator's experience warranted.

C. **Column Movement**

i. An administrator 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 Superintendent. 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 March 1 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. 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.

iii. In the absence of earning graduate credit, National Board Certification counts for six (6) credits.

iv. 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.

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

E. In the initial employment of an administrator, service in the Peace Corps, the Commonwealth or National Teacher Corps shall be counted for administrative experience when such service was related to the administrative and/or teaching duties to be assumed.

3.7 **Schedule of Payments**. Salary payments to all administrators shall be made bi-weekly 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 administrator 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 administrator, payroll deductions on behalf of such administrator 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 administrators when and to the extent the new payroll service permits.

Upon the administrator's voluntary written assignment filed at least three weeks in advance, the BSC agrees to deduct from the administrator's salary amounts due and payable to the Brookline Credit Union and/or the MTA Credit Union as authorized by the administrator. 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 administrator 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 administrator 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. Effective July 1, 2004 or as soon as practicable thereafter, the Town shall provide group health insurance through a single carrier (Blue Cross / Blue Shield) for eligible employees with the following riders:

HMO BLUE	BLUE CHOICE
Office Visit Co-payment ($5)	Office Visit Co-payment ($5)
Emergency Room Co-payment ($25)	Emergency Room Co-payment ($25)
Prescription co-payment: #13-334	Prescription co-payment: #13-334
Student to age 26: #12-010	Student to age 26: #12-010
Chiropractor services: #18-001	Chiropractor services: #18-309

The Town will pay 75% of the premium cost for such plans and each participating employee shall pay 25%.

The BEU and BSC agree that they will continue to participate in the activities of the Health Advisory Committee as referenced by Section 3 of G.L.C. 32B for the term of the current contract, consistent with the recommendations of the Health Advisory Committee to the Board of Selectmen and motions voted by the Board on March 28, 1995.

The Town and the BEU will, as stated in the March 22, 1995 letter and as demonstrated over the past three years, look to the Health Care Advisory Committee as the forum for labor and management collaboration on the possible expansion of benefits. The BEU and the Town believe that similar collaboration holds the greatest promise for the pursuit of enhanced benefits in the future.

Appropriate arrangements will be made to permit a BEU representative, in addition to the BEU President, to participate in the activities of the Health Advisory Committee, consistent with the motions voted by the Board of Selectmen on March 28, 1995.

B. The parties agree that, at the request of either party, they will engage in bargaining over group health insurance issues, including, but not limited to, dental coverage and changes in group health insurance providers, plan and/or prescription co-payments, during the term of this Agreement.

   If, during the term of this Agreement, the BSC requests bargaining over changes in group health insurance which are within its control and the parties reach impasse, then either party may initiate the statutory impasse procedures under M.G.L. c. 150E, sec. 9, and no changes may be made until those procedures have been exhausted. This provision shall not preclude the BSC from bargaining to impasse and implementing changes which are out of the BSC's and Town's control without engaging in the statutory impasse procedures under c. 150E. It is understood that in this latter case the BEU may exercise its impact bargaining rights.

C. The BSC shall continue the insurance coverage of any administrator who is on leave with pay (including sabbatical leave). Administrators 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 administrator 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 unreimbursed 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**. Administrators 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 administrator 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 Appointment.** 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 administrators 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 all administrators shall be promptly notified in writing (or via e-mail) that a vacancy exists and that any administrator applying for promotion shall be given full opportunity to interview by the Superintendent or his/her designee. 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 administrator 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 BSC 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 administrator 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 administrator 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 Administrator involved. The transfer shall not be made until the administrator or the administrator 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 administrator, a BEU representative may be present at meetings with the administrator concerning involuntary transfers. An administrator 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 administrator 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 administrator 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. Administrators will not be reimbursed to review items in detail. Administrators 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. Administrators will be compensated for this work at the workshop rate (see Appendix B.7). Payment will be made within 60 days of an employee'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 BSC may choose to relieve administrators of any duty (e.g. teaching, administrative) in order to do this work instead of paying the workshop rate.

F. Any administrator 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 B in the Public Schools of Brookline. Such fund shall be $5,000 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 Administrator applying for tuition reimbursement must have been employed by the Public Schools of Brookline in a position represented by Unit B 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 $5,000 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 $5,000 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. Administrators 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. Administrators may not obtain reimbursement for tuition if there is a voucher available to use for the course.

F. To be entitled to reimbursement, the Administrator must obtain a grade of "B" or better in the pre-approved course or a "Pass" if the pre-approved course is offered only on a Pass/Fail basis.

Article 4: Conditions of Professional Service

4.1 Work Year

A. The actual number of days that schools are open for children shall not exceed 180. Administrators shall be present for the following number of days, two of which shall occur before the beginning of classes in the Fall:

Position

Vice Principals ..... 190 days
Supervisors ..... 194 days
Director of Educational Technology and Libraries .... 213 days
Director of Athletics ..... 209 days
Curriculum Coordinator for Special Education ..... 207 days
Secondary Curric. Coord. for Pupil Support Services 194 days
ELL Coordinator……. 197 days
Curriculum Coordinators not listed above ..... 190 days
Director of School-Community Partnership…….. 213 days
Out of District Coordinator ..... 193 days
Coordinator of Student Health Services ..... 190 days
Director for Teaching American History ..... 200 days
METCO Coordinator ..... 213 days
Program Coordinators ..... 190 days
(School-Within-A-School, Early Childhood
Program Coordinator, Opportunity for Change, Winthrop
House and Program Coordinator of Special Instruction)

Each Administrator will submit a proposed schedule of work days to his/her immediate supervisor for the following contract year by June 15th of each year. This schedule will include the 183 teacher work days specified in the school calendar established by the School Committee and the days, not to exceed two (2), designated by the Superintendent during the week before and/or after the school year, plus the remainder of the Administrator's contract days. Work days will not generally be scheduled on Saturday, Sunday, holidays, and school-year vacations except when a work-related event is scheduled on such a day.

Any Administrator who wishes to modify his/her original schedule to include a Saturday, Sunday, holiday, school-year vacation day, or snow day, must have prior written, e-mail or oral approval of his/her immediate supervisor of the Deputy Superintendent for Teaching and Learning.

Newly employed administrators shall also be present for two additional unpaid orientation days prior to the Labor Day weekend.

B. The professional development day will not be scheduled before the first day or after the last day for students. Members of this unit may be requested, but not be required, to participate in the planning and facilitation of this day. The activities for this day will be planned by the Deputy Superintendent for Teaching and Learning in collaboration with the Professional Development Council.

C (i). From time to time, for those not on the Directors' pay scales, days will be added to an administrator's regular work year due to a temporary increase number of evaluations an administrator is required to conduct. These extra days are apart and separate from those in Articles 4.1A, 4.1.C and Appendix B.1 and will be compensated at per diem using the following formula:

1. X = the number of Pre-PTS teachers
2. Y = the number of PTS teachers, or those treated as such under Article 1.2 in the Unit A contract.
3. If 3X + 1Y equals 36 or 37, then the administrator will receive two (2) additional days per year to write the evaluations.

   If 3X + 1Y equals 38 or 39, then the administrator will receive three (3) additional days per year to write the evaluations.

   If 3X + 1Y equals 40 or more, then the administrator will receive four (4) additional days per year to write the evaluations.
4. The work for these days would/could be done on weekends or during a school vacation. Payment will be made within 30 days after the administrator has given all of the evaluations to the Assistant Superintendent for Human Resources.

5. Article 4.1C (i) shall apply to Vice Principals.

C (ii). **Evaluation Load Differential**.

In lieu of section C (i) above, this section C (ii) shall apply to K-8 Coordinators, K-12 Coordinators, and 9-12 Coordinators. When both the Superintendent or his designee and the Principal/Headmaster assign a K-12 coordinator or a 9-12 coordinator to complete more than thirteen (13) evaluations of employees in Unit A, and when such coordinator completes and signs off on the final written evaluation of more than 13 evaluations of employees in Unit A, such coordinator shall receive $100 for each assigned and completed evaluation over 13. When both the Superintendent or his designee and the Principal/Headmaster assign a K-8 coordinator to complete more than ten (10) evaluations of employees in Unit A, and when such coordinator completes and signs off on the final written evaluation of more than 10 evaluations of employees in Unit A, such coordinator shall receive $100 for each assigned and completed evaluation over 10.

D. The BSC shall establish a pool of thirty (30) administrator work days per contract year to be drawn upon by individual administrators who perform job responsibilities over and above the normal workload. Examples of such responsibilities include but are not limited to: grant writing and/or administration, curriculum development and/or revision, development of new curriculum initiatives or technology initiatives, community partnerships, community outreach initiatives.

Either the administrator, upon his/her own initiative, or the Deputy Superintendent for Teaching and Learning, may propose that one or more days be added to the administrator's contractual work year to accommodate such additional responsibilities. The Deputy Superintendent will consult with the BEU President regarding administrative procedures for such requests and responses.

Each additional day an administrator may be assigned from the pool shall be paid on a per diem basis, according to the salary schedules of this Agreement.

When possible, such days will be requested/proposed by June 1 for the following work year (effective for the work year beginning September 2004) and will be acted upon by the Deputy Superintendent by June 30. The Deputy Superintendent for Teaching and Learning's decision regarding the assignment of pool days, provided that the decision is not arbitrary or capricious, shall be final and shall not be subject to the grievance and arbitration provisions of Article 9.

These days are separate and apart from those required in Appendix B.1

E. **Longer School Day Option**

In recognition that administrators' days will be longer when the Longer School Day Option is implemented for Unit A in accordance with the 2006-2009 Unit A Memorandum of Agreement, the Salary Schedules in Appendix A will be increased by 4.5% and delete Article 4.7.

In the event that the BSC does not exercise this option in the 2008-2009 school year, a 1% increase will be added to all Salary Schedules in Appendix A effective February 1, 2009.

F. **Replacement of Program Evaluation Stipend**

Effective September 1, 2007, after applying the general wage increase, increase the daily salaries by $5.00 per day in recognition of the increased and new work responsibilities incorporated into the positions, including, but not limited to, program review, and delete the $808 stipend for Program Evaluations in section B.2 of Appendix B for Program Evaluations.

4.2 **School Calendar**. The BSC 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 BSC 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 **Lunch Break.** All administrators will have a 30-minute duty-free lunch period.

4.4 **Extra-Curricular Duties.** The BEU recognizes the right of the BSC or its designees to assign administrators to attend extra-curricular activities, and additional duties and responsibilities, such assignments to be made in an equitable manner.

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 A 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**. 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 administrator. 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 administrator is expected to notify his/her appropriate supervisor if unable to attend. Except in an emergency, administrators 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 **Two-hour Meetings**. No Unit B member will be required to conduct more than two (2) two-hour meetings, as referenced in Article 4.6 of the Unit A contract, in any contract year.

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

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

4.10 **Health and Safety.** A joint committee (JC) consisting of two representatives each designated by the BSC and BEU (from Units A and/or B combined) 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.

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 **Parking.** The BSC understands that Unit B administrators, as part of their regular responsibilities, may find it necessary to travel among the Brookline School Department buildings during the course of the workday. Due to the difficulties and expense of parking in Brookline, the BSC agrees to pay parking expenses as follows: The administrator is responsible for parking in a legal space and for feeding the parking meter for the first two hours of parking. The administrator shall record any parking costs, except parking tickets, on the regular mileage sheet. In the event an administrator receives a parking ticket because a meter has expired or because s/he has exceeded the 2-hour parking limit, the administrator shall send the ticket to the Assistant Superintendent for Human Resources of the Public Schools of Brookline and inform him/her by e-mail of the date of the ticket, the ticket number and the reason for parking. The Assistant Superintendent for Human Resources will acknowledge receipt of the ticket and assume responsibility for the ticket on behalf of the BSC.

Article 5: Leaves of Absence

5.1 Sick Leave

A. All full-time Administrators will be credited with 12 days of sick leave as of the first official day of each school year. Any administrator who joins the staff after the commencement of the school year shall be credited with sick leave proportionately. Any administrator 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 an administrator 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. Administrators who are employed part-time for 5 days per week shall be entitled to 12 proportionate sick leave days.

C. An administrator employed for 4 full days per week is entitled to 10 days of sick leave. An administrator employed for 3 full days per week is entitled to 7 days of sick leave. An administrator employed for 2 full days per week is entitled to 5 days of sick leave. An administrator 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 administrator 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 administrator 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 applies 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. An employee may use up to 3 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 three (3) days.

5.2 Sick Leave Bank

A "Sick Leave Bank" shall be maintained whereby all Administrators may "deposit" one day of the sick leave to which they are entitled each year. Administrators 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. An administrator 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 Human Resources Director 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 Human Resources Director 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 administrator 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 an administrator 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 are to be carried over to succeeding contracts.

K. During the first year of membership in the Sick Leave Bank, an administrator may not withdraw more than 60 days per school year. During the second year of membership in the Sick Leave Bank, an administrator 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 and responded to in writing. Requests for such leaves and renewals shall be submitted to the Superintendent 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 administrator shall be entitled to a total of four days of leave with pay during each school year. The administrator 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 administrator'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. 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 at least five school days before the date on which the leave is to be taken or to commence. The Superintendent, 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 administrator 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 an administrator 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 an administrator has unused Administrative Leave days, such days shall be converted to sick leave.

B. Each administrator 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. Administrators 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 administrator'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 administrator's household, or another person with whom said administrator resided.

ii. Administrators 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 administrator's salary when the former is smaller, during this period of temporary active duty. Every effort shall be made by an administrator 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 an administrator'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 administrator'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 administrator 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. Administrators 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 an administrator 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, fifths disease, pertussis and meningitis. All other illnesses and diseases, including mental illness, emotional distress, and illness caused by stress-related conditions, shall be excluded.

Administrators 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 administrator per year subject to $5,500 cap on the aggregate liability of the BSC per year for all members of Unit A and Unit B. In the event an administrator has reimbursable medical expenses which exceed $250 and the BSC has not exhausted the annual $5,500 cap, the administrator may request additional reimbursement from the Superintendent or his/her designee.

5.6 Leaves of Absence without Pay

A. **Association 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 Association at the state or national level. Upon return from such leave, an administrator 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 l, 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 administrator who joins the Peace Corps, VISTA, Massachusetts Teacher Corps, or serves as an exchange teacher or administrator, and is a full-time participant in any such program. Upon return from such leave, an administrator 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 administrator who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, an administrator 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 administrator's immediate family. Additional leave may be granted at the discretion of the Superintendent.

E. After four (4) years continuous employment in the Brookline School System, an administrator 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 administrator 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 administrator 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, an administrator 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 an administrator 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. 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. An administrator 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 administrator 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 administrators 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 BSC 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 preceding the leave.

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 BSC 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:

ii. 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 an administrator with professional status; 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 or 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 and administrators 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 and administration.

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 "administrators."

B. **Eligibility**

i. Any administrator 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 administrator 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. Administrators 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 administrators 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 and/or administrative 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, administrators 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 administrator is incapacitated, has been discharged or has been released for good and sufficient reasons by the BSC from this obligation.

G. **Professional Administrator Status and Pension Status.** Contributions to the retirement fund by the administrator 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 administrator 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 administrator 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 administrator 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 administrator 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 administrator will return to active duty as assigned by the Superintendent.

J. **Return to Active Duty.** An administrator 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 administrator shall give such notification on or before April 1.

K. **Reinstatement**

i. Upon the termination of the sabbatical leave, the administrator 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 administrator 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 an administrator 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 an administrator 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 an administrator 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 Evaluation and Supervision. The procedures and criteria for evaluating administrators shall be those set forth in the document Procedures for Evaluation of Administrators dated May 30, 1996, in Appendix D.

Effective September 1, 2007, a Labor Management Committee shall be established to review and make recommendations for revision to Appendix D – Evaluation Procedures and Criteria: Procedures for Evaluation of Administrators including, but not limited to, the evaluation instrument and forms. The Labor Management Committee shall consist of three members appointed by the BEU and three members appointed by the Superintendent. Such Labor Management Committee shall complete its work and report its recommendations to the School Committee and to the BEU on or before June 1, 2008.

The parties agree to engage in negotiations regarding changes to the Supervision and Evaluation process and/or to the evaluation instrument and forms during the term of this Agreement.

6.2 **Withholding Salary.** The Superintendent reserves the right to withhold a salary increment from any administrator who has not performed in a satisfactory manner. If an administrator 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.

6.3 **Personnel File**. Each administrator 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.

6.4 **Derogatory Material**. Should any material which the Superintendent or his/her designee shall consider to be derogatory be placed in the administrator's personnel folder, then the administrator 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 administrator 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 administrator's personnel folder. If such material may result in discipline or otherwise affect the administrator's status, it shall be sent to the administrator 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.

6.5 **Academic Freedom**

A. Every administrator shall have the right to active citizenship, to participate in any political activity or to run for public office.

B. The administrator may, with the approval of the Principal or Secondary Curriculum Coordinator, introduce additional materials to be used or presented in the classroom.

6.6 **Professional Development and Educational Improvement**

A. The BSC shall pay reasonable expenses, in accordance with normal practice, for an administrator requested to attend a workshop or seminar.

B. Vouchers for courses shall be given preferentially to the cooperating administrators 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.

C. **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-teaching 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.

6.7 **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.

6.8 **Evaluation of Supervisor**. Staff members are encouraged to provide feedback directly to their 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. The Assistant Superintendent for Human Resources will have the concerned supervisor sign the report and then place the report in the concerned supervisor's personnel file.

6.9 **Discipline with Discretion**

A. An administrator will be notified, in advance, in writing when practicable, of the purpose of a meeting with a superior in cases where disciplinary action is contemplated, and shall be entitled to have BEU representation.

B. The superior shall exercise reasonable discretion in the manner in which s/he disciplines an administrator. When a superior criticizes or disciplines an administrator, those discussions shall not occur in the presence of parents, students or other employees not superior to the administrator.

6.10 **Non-Renewal.** If, following any non-renewal notice, an administrator is to be reinstated, s/he shall be duly informed of such action in writing by the superior making the decision or the Assistant Superintendent for Human Resources, whichever is appropriate.

Article 7: Just Cause

No member of the bargaining unit with professional status shall be discharged or otherwise disciplined without just cause.

No grievance involving the dismissal, demotion or suspension of an administrator shall be submitted to arbitration unless the administrator 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 an administrator with less than three years of service in that administrative position and/or to the non-renewal of the annual contract of persons holding positions listed in Appendix B-8, in the Unit A Contract.

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 administrators 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**. Administrators 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.

Article 9: Grievance Procedure

9.1 **Definition of Grievance**. Any claim by the BEU or an administrator 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**. An administrator with a grievance shall present it within thirty (30) days after the occurrence giving rise to the grievance or after the administrator, using due diligence, should have become aware of such occurrence, to 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 administrator 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 an administrator 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.

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 administrators' exchange.

C. The BEU shall have the right to use the administrators' 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 administrators at the first general faculty meeting of the school system.

10.3 **Information on New Hires**. The BEU shall receive from the Superintendent the names of all new administrators 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.

10.4 **Athletic Facilities**. Administrators 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 administrator employed by the BSC shall be subject to an agency service fee unless said administrator 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. Administrators 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.

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, Article 11 of the Unit A contract between the parties, and specifically incorporated by reference herein, shall be in effect. In pertinent part, that Article states:

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 an unpaid leaves of absence 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. If it becomes necessary to reduce the number of administrators, the seniority of each administrator shall be calculated as service in the category in which the administrator is currently employed (as such categories are listed below). The person with the least seniority in the specific category shall be the first reduced from each category and subsequent reductions shall be in reverse order of seniority.

Administrative categories shall be:

1. Elementary Assistant Principals

2. Coordinator of Student Health Services

3. SPED Administrators

4. Vice-Principals

5. Curriculum Coordinators
   Pre-K to 8
   Early Childhood
   Gifted and Talented
   Language Arts
   Mathematics
   Performing Arts
   Science
   Social Studies
   World Languages

   Grades 4 to 12
   Director of Athletics

   Grades 6 to 12
   Career Education

Grades 9 to 12
English
Mathematics
Performing Arts
Pupil Support Services
Science
Social Studies
World Languages

Pre-K to 12
Physical Education
TBE/ESL
Visual Arts

6. Opportunity for Change Program Coordinator

7. School-Within-A-School Program Coordinator

8. METCO Coordinator

9. Director of Educational Technology and Libraries

10. Early Childhood Program Coordinator

11. Program Coordinator of Special Instruction

12. Director of School Community Partnership

13. Winthrop House Program Coordinator

14. Out of District Coordinator

15. Director for Teaching American History

11.3 Whenever an administrator who is a bargaining unit member and who has professional status as a teacher in the system is reduced, s/he shall be credited with all seniority earned as a teacher and allowed to replace the least senior teacher in the discipline area of most recent employment providing 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 Section 5 (c) of the Unit A provision.

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.

Article 13: Duration

This contract shall take effect as of September 1, 2009 and shall continue and remain in full force and effect through August 31, 2011.

The foregoing Contract was approved by the BSC on February 11, 2010 and ratified by the BEU on February 8, 2010 and is identified as such Contract by the signers as set forth below.

The parties intend that negotiations for a successor contract shall commence no later than November 1, 2010.

For the BEU	For the BSC
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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 administrator should go to the appropriate representative of the BSC. In the event the matter is not resolved to the satisfaction of the administrator, 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. Recertification

This letter between the parties outlines the principles by which the parties here agree to address recertification issues flowing from the BSC's role, assigned by DOE, 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 of the CBA between the parties effective 1997-2000, or its successor, statutory arbitration or litigation.

RECERTIFICATION POLICY

The following recertification policy to be issued by the Superintendent will govern implementation of the Recertification 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 recertification cycle.

B. The IPDP will be submitted on the form in Appendix E.

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 recertification 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 recertification, 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.

4. 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.

APPENDIX A: Salary Schedules

A.1 PER DIEM RATE FOR ALL UNIT B EMPLOYEES
(except "Other Administrative Salaries")

Effective September 1, 2009

Step	Bachelor's Degree	Master's Degree	Master's + 1 Degree	Master's + 45 Degree	Doctor's Degree
1	$282.14	$298.01	$314.41	$322.58	$330.36
2	$295.29	$311.55	$328.36	$336.51	$344.84
3	$308.41	$325.09	$342.31	$350.48	$359.31
4	$321.51	$338.65	$356.26	$364.40	$373.75
5	$334.66	$352.18	$370.19	$378.36	$388.20
6	$347.78	$365.73	$384.15	$392.29	$402.70
7	$360.90	$379.28	$398.07	$406.24	$417.13
8	$374.04	$392.82	$412.05	$420.20	$431.60
9	$387.16	$406.35	$426.00	$434.16	$446.07
10	$400.32	$419.91	$439.94	$448.09	$460.55
11	$413.41	$433.45	$453.88	$462.05	$474.99
12	$426.56	$446.99	$467.82	$476.00	$489.46
13	$439.09	$460.55	$481.78	$489.94	$503.93
14		$477.15	$495.73	$503.90	$518.39
15			$512.31	$520.48	$532.87
16					$545.41

A.1 PER DIEM RATE FOR ALL UNIT B EMPLOYEES
(except "Other Administrative Salaries")

Effective at 11:59 p.m. on August 31, 2010
($500 increase)

Step	Bachelor's Degree	Master's Degree	Master's + 1 Degree	Master's + 45 Degree	Doctor's Degree
1	$284.77	$300.64	$317.04	$325.21	$332.99
2	$297.92	$314.18	$330.99	$339.14	$347.47
3	$311.04	$327.72	$344.94	$353.11	$361.94
4	$324.14	$341.28	$358.89	$367.03	$376.38
5	$337.29	$354.81	$372.82	$380.99	$390.83
6	$350.41	$368.36	$386.78	$394.92	$405.33
7	$363.53	$381.91	$400.70	$408.87	$419.76
8	$376.67	$395.45	$414.68	$422.83	$434.23
9	$389.79	$408.98	$428.63	$436.79	$448.70
10	$402.95	$422.54	$442.57	$450.72	$463.18
11	$416.04	$436.08	$456.51	$464.68	$477.62
12	$429.19	$449.62	$470.45	$478.63	$492.09
13	$441.72	$463.18	$484.41	$492.57	$506.56
14		$479.78	$498.36	$506.53	$521.02
15			$514.94	$523.11	$535.50
16					$548.04

A.1 PER DIEM RATE FOR ALL UNIT B EMPLOYEES
(except “Other Administrative Salaries”)

Effective February 1, 2011
(0.5% increase)

Step	Bachelor's Degree	Master's Degree	Master's + 1 Degree	Master's + 45 Degree	Doctor's Degree
1	$286.20	$302.14	$318.63	$326.84	$334.66
2	$299.41	$315.75	$332.65	$340.84	$349.21
3	$312.60	$329.36	$346.67	$354.88	$363.75
4	$325.76	$342.99	$360.69	$368.87	$378.26
5	$338.98	$356.59	$374.69	$382.90	$392.79
6	$352.16	$370.20	$388.72	$396.90	$407.36
7	$365.35	$383.82	$402.71	$410.92	$421.86
8	$378.56	$397.43	$416.76	$424.95	$436.40
9	$391.74	$411.03	$430.77	$438.98	$450.95
10	$404.97	$424.65	$444.78	$452.98	$465.50
11	$418.12	$438.26	$458.79	$467.01	$480.01
12	$431.34	$451.87	$472.80	$481.02	$494.55
13	$443.93	$465.50	$486.83	$495.03	$509.09
14		$482.18	$500.85	$509.06	$523.63
15			$517.52	$525.73	$538.18
16					$550.78

A.1 PER DIEM RATE FOR ALL UNIT B EMPLOYEES
(except "Other Administrative Salaries")

Effective at 11:58 p.m. on August 31, 2011
(0.5% increase)

Step	Bachelor's Degree	Master's Degree	Master's + 1 Degree	Master's + 45 Degree	Doctor's Degree
1	$287.63	$303.66	$320.22	$328.47	$336.33
2	$300.91	$317.33	$334.31	$342.54	$350.96
3	$314.16	$331.01	$348.40	$356.65	$365.57
4	$327.39	$344.70	$362.49	$370.71	$380.15
5	$340.67	$358.37	$376.56	$384.81	$394.75
6	$353.92	$372.05	$390.66	$398.88	$409.40
7	$367.18	$385.74	$404.72	$412.97	$423.97
8	$380.45	$399.42	$418.84	$427.07	$438.58
9	$393.70	$413.08	$432.93	$441.17	$453.20
10	$406.99	$426.78	$447.01	$455.24	$467.83
11	$420.21	$440.45	$461.09	$469.34	$482.41
12	$433.49	$454.13	$475.17	$483.43	$497.02
13	$446.15	$467.83	$489.27	$497.51	$511.64
14		$484.59	$503.36	$511.61	$526.24
15			$520.10	$528.36	$540.87
16					$553.54

A.1 PER DIEM RATE FOR ALL UNIT B EMPLOYEES
(except "Other Administrative Salaries")

Effective at 11:59 p.m. on August 31, 2011
($500 increase)

Step	Bachelor's Degree	Master's Degree	Master's + 1 Degree	Master's + 45 Degree	Doctor's Degree
1	$290.26	$306.29	$322.85	$331.10	$338.96
2	$303.54	$319.96	$336.94	$345.17	$353.59
3	$316.79	$333.64	$351.03	$359.28	$368.20
4	$330.02	$347.33	$365.12	$373.34	$382.79
5	$343.30	$361.00	$379.19	$387.44	$397.38
6	$356.56	$374.69	$393.29	$401.51	$412.03
7	$369.81	$388.37	$407.35	$415.60	$426.60
8	$383.08	$402.05	$421.47	$429.70	$441.22
9	$396.33	$415.71	$435.56	$443.80	$455.83
10	$409.62	$429.41	$449.64	$457.87	$470.46
11	$422.84	$443.08	$463.72	$471.97	$485.04
12	$436.13	$456.76	$477.80	$486.06	$499.66
13	$448.78	$470.46	$491.90	$500.14	$514.27
14		$487.22	$505.99	$514.24	$528.88
15			$522.74	$530.99	$543.50
16					$556.17

A.2 Per Diem Rate for Other Administrative Salaries

OTHER ADMINISTRATIVE SALARIES

Effective September 1, 2009

Step	DIR OF INSTR TECH and SUPERVISOR	DIRECTOR OF ATHLETICS
1	$468.40	$456.82
2	$479.51	$467.66
3	$490.68	$478.55
4	$501.81	$489.38
5	$512.99	$500.29
6	$524.08	$511.12
7	$535.27	$522.01

Effective at 11:59 p.m. on August 31, 2010
(increase by $500 / number of days in the work year for each position)

Step	DIR OF INSTR TECH and SUPERVISOR	DIRECTOR OF ATHLETICS
1	$471.03	$459.45
2	$482.14	$470.29
3	$493.31	$481.17
4	$504.44	$492.02
5	$515.63	$502.92
6	$526.72	$513.75
7	$537.91	$524.64

A.2 Per Diem Rate for Other Administrative Salaries

OTHER ADMINISTRATIVE SALARIES

Effective February 1, 2011
(0.5% increase)

Step	DIR OF INSTR TECH and SUPERVISOR	DIRECTOR OF ATHLETICS
1	$473.38	$461.75
2	$484.55	$472.64
3	$495.78	$483.58
4	$506.96	$494.48
5	$518.20	$505.44
6	$529.35	$516.32
7	$540.60	$527.27

August 31, 2011
(0.5% increase @ 11:58 p.m., $500 @ 11:59 p.m.)

Step	DIR OF INSTR TECH and SUPERVISOR	DIRECTOR OF ATHLETICS
1	$478.38	$466.69
2	$489.61	$477.63
3	$500.89	$488.63
4	$512.13	$499.58
5	$523.43	$510.60
6	$534.63	$521.53
7	$545.93	$532.53

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 **Administrative Stipends**

A. **Mentors**. All bargaining unit members in their first year of employment as administrators in the Public Schools of Brookline shall be assigned a mentor. An administrator who acts as a mentor to another bargaining unit member shall earn a stipend as follows:

Effective Date	Amount
September 1, 2007	$600.00
August 31, 2010 at 11:59 p.m.	$606.00
August 31, 2011 at 11.59 p.m.	$612.06

B. **Program Evaluations**. An administrator who is assigned to conduct a program evaluation shall earn a stipend as follows: Split positions will receive pro-rated stipend.

Effective Date	Amount
September 1, 2007	zero
August 31, 2010 at 11:59 p.m.	zero
August 31, 2011 at 11:59 p.m.	zero

B.3 **Intramural After School Sports Program**. Administrators participating in the intramural afterschool sports program will receive the following amounts per session:

Effective Date	Amount
September 1, 1999	$33.46
August 31, 2010 at 11:59 p.m.	$33.79
August 31, 2011 at 11.59 p.m.	$34.13

Administrators participating in the interscholastic afterschool sports program will receive the following amounts per session:

Effective Date	Amount
September 1, 1999	$36.79
August 31, 2010 at 11:59 p.m.	$37.16
August 31, 2011 at 11.59 p.m.	$37.53

B.4 **Mileage Allowance.** Administrators 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.5 **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 in Appendix B-8 contained in the Collective Bargaining Agreement for "Unit A" between the parties.

B.6 **Other Extra Compensation.** Future positions which do not involve direct supervision or advice to students of the type described in Appendix B.8 of the Unit A contract, 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 2008-2009	Effective 8/31/10 at 11:59 p.m.	Effective 8/31/11 at 11:59 p.m.
For Participants	$30.00	$30.30	$30.60
For Leaders	$35.00	$35.35	$35.70

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.7 **Title 1.** The administrator responsible for the coordination of Title 1 will receive a stipend of:

Effective 2008-2009	Effective 8/31/10 at 11:59 p.m.	Effective 8/31/11 at 11:59 p.m.
$8,318	$8,401.18	$8,485.19

Early Childhood Extension. The administrator responsible for the coordination of Early Childhood Extension will receive a stipend of:

Effective 2008-2009	Effective 8/31/10 at 11:59 p.m.	Effective 8/31/11 at 11:59 p.m.
$11,400	$11,514	$11,629.14

If more than one administrator, then the stipend will be split.

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 Implementation of Educational Programs

i. An advisory committee made up of teachers, the Curriculum Coordinator, and a principal shall be established by the Administration 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.

ii. A flowchart in each discipline for grade K through 8 should be provided by the respective curriculum coordinator for the guidance of administrators.

APPENDIX D: Evaluation Procedures and Criteria

PROCEDURES FOR EVALUATION OF ADMINISTRATORS
30 May 1996 (reformatted 9/30/96)

Mission Statement

The process of supervision and evaluation is central to the quality of the Public Schools of Brookline. The process should have personal and professional benefits for the person being evaluated. The words supervision and evaluation are linked, and reflect a holistic view of a widely diverse series of interactions between the evaluator and the person being evaluated. The ultimate goal of supervision and evaluation is the growth of the individual which leads to the overall improvement of the system.

Formative and summative evaluation should be considered inseparable components of the entire process; the formative component includes goal setting, conferring, observation, informal interactions, and collaborative activities which inform, shape and validate the final summative evaluation. These activities may include: monthly synopses of planned job-related activities and professional development, meetings, presentations, informal consultation with colleagues, portfolios which validate individual and instructional goals, and verification of ongoing professional development.

D.1 ADMINISTRATOR EVALUATION TIME LINE

Administrators with Pre-Professional Administrator Status will follow the comprehensive evaluation procedure each year. Administrators with Professional Administrator Status will follow the four year cycle for evaluation.

I. THE FOUR YEAR CYCLE:

- Year 1: Peer Supervisory/Professional Development
- Year 2: Mid-Cycle Evaluation
- Year 3: Peer Supervisory/Professional Development
- Year 4: Comprehensive Evaluation

A. Year 1: Peer Supervisory/Professional Development

The purpose of years 1 through 3 is to extend and expand upon the Brookline Principles of Effective Administrative Leadership, descriptors, and recommendations from the Comprehensive Evaluation Year. Year 1 and year 3 consist of activities designed to assist the administrator to improve his/her performance. The activities in Year 1 and in Year 3 consist of Option A and Option B. Administrators who choose Option A in Year 1 must choose Option B in Year 3, and similarly, administrators who choose Option B in Year 1 must choose Option A in Year 3.

1. **By October 15** the administrator will present the evaluator with his/her supervision/ Professional Development Plan. The plan shall be composed of either:

   Option A: a structured collaborative peer (administrator with administrator) supervision relationship, OR

Option B: at least one of the following job-related activities:

- development or implementation of an innovative program or management initiative,
- conducting research,
- take a graduate course,
- develop and teach a post-secondary course
- undertaking projects mutually agreed upon by the evaluator and the administrator (e.g. grant writing, building community partnerships).

The structure of this year parallels Supervision/Professional Development Year 3.

2. **By May 15** the evaluator and administrator will meet to discuss:
   a. the progress of the administrator's Supervisory/Professional Development Plan, and
   b. plans for the next year (the Mid-Cycle Evaluation).

B. Year 2: Mid-Cycle Evaluation Year

The Mid-Cycle Evaluation Year is a continuation of the formative Supervisory/ Professional Development Plan and a summative evaluation of the administrator's performance since the completion of the Comprehensive Evaluation Year. The Mid-Cycle Evaluation is based on the Brookline Principles of Effective Administrative Leadership and the evaluation document.

1. **By October 1** the administrator and the evaluator will meet to:
   a. discuss the administrator's performance and
   b. review the Brookline Principles of Effective Administrative Leadership and the evaluation document.

2. **By April 15** the administrator and the evaluator will meet to review the administrator's performance. The evaluator will complete The Mid-Cycle Report of Administrator Effectiveness of the administrator's performance on each of the major areas indicated in the descriptors for the administrator's position.

C. Year 3: Supervisory/Professional Development Year

The purpose of years 1 through 3 is to extend and expand upon the Brookline Principles of Effective Administrative Leadership, descriptors, and recommendations from the Comprehensive Evaluation Year. Years 1 and 3 consist of activities designed to assist the administrator to improve his/her performance. The activities in years 1 and 3 consist of Option A and Option B. Administrators who choose Option A in year 1 must choose Option B in year 3. Administrators who choose Option B in year 1 must choose Option A in year 3.

1. **By October 15** the administrator will present the evaluator with his/her Supervision/Professional Development Plan. The plan shall be composed of either:

Option A: a structured collaborative peer (administrator with administrator) supervision relationship, OR

Option B: at least one of the following job-related activities:

- development or implementation of an innovative program or management initiative,
- conducting research,
- take a graduate course,
- develop and teach a post-secondary course
- undertaking projects mutually agreed upon by the evaluator and the administrator (e.g. grant writing, building community partnerships).

The structure of this year parallels Supervision/Professional Development Year 3.

2. **By May 15** the evaluator and administrator will meet to discuss:
   a. the progress of the administrator's Supervisory/Professional Development Plan, and
   b. plans for the next year (the Mid-Cycle Evaluation).

D. Year 4: Comprehensive Evaluation Year

1. **By October 1** the evaluator and the administrator will meet to:
   a. review the Brookline Principles of Effective Administration Leadership and the evaluation document; and
   b. jointly develop goals. The evaluator will write up goals and provide a copy to the administrator within five school days of the meeting.

2. **By December 15** the evaluator and administrator will meet to review the administrator's performance for the first half of the year. The evaluator will complete a progress report and give it to the administrator within five school days of the meeting.

3. **By March 15** the administrator will provide the evaluator with a file that includes (but is not limited to) professional development activities completed since the administrator's last comprehensive evaluation. The file for administrators in pre-professional status will include professional development activities since their appointment as an administrator in Brookline.

4. **By April 15** the Annual Report of Administrator Effectiveness will be completed by the evaluator and given to the administrator within five school days of the final evaluation meeting.

Administrators who teach will be observed teaching students at least once during the evaluation year.

II. OUT-OF-CYCLE EVALUATION

Any administrator with professional administrator status may be evaluated out-of-cycle. By November 15 of each year, the evaluator will provide the administrator with substantive reasons for undertaking the out-of-cycle. An out-of-cycle evaluation will follow a "minimally successful" or an "unsuccessful" evaluation. This decision to undertake an evaluation out-of-cycle, though grievable, shall not be subject to arbitration.

When performance of an administrator with professional administrator status is considered successful after having been evaluated out -of-cycle, that administrator's cycle will begin anew at the time of the successful evaluation.

III. DEFINITION OF TERMS

A. Department signifies department and program.

B. Principal refers to principal and headmaster.

D.2 THE BROOKLINE PRINCIPLES OF EFFECTIVE ADMINISTRATIVE LEADERSHIP

The following principles were created by the Massachusetts Department of Education and was published in July, 1995. They have been adopted by the Public Schools of Brookline as the minimum standard for successful administrative performance.

I. EFFECTIVE INSTRUCTIONAL LEADERSHIP

The effective administrator works with others to create learning environments that address the needs of students.

A. The administrator facilitates the development of a shared mission and vision.

B. The administrator encourages and uses a variety of strategies to assess student performance accurately.

C. The administrator applies current principles, practices, and research to foster effective teaching.

D. The administrator leads the renewal of curriculum and instructional programs.

E. The administrator promotes and models the effective use of appropriate instructional technologies.

F. The administrator holds teachers accountable for having high standards and positive expectations that all students can perform at high levels.

G. The administrator works with teachers and other staff to supervise and evaluate their performance, using performance standards, and to identify areas for growth.

H. The administrator supports ongoing professional development.

II. EFFECTIVE ORGANIZATIONAL LEADERSHIP

The effective administrator creates a self-renewing organizational environment that consistently focuses on enabling all students to achieve at high levels.

A. The administrator applies research and organizational leadership skills.

B. The administrator demonstrates communication skills that are clear, direct, and responsive.

C. The administrator creates a positive, informed climate for collegial teaching and learning.

D. The administrator facilitates constructive change.

E. The administrator plans for, models, and encourages collaboration and shared decision-making.

F. The administrator applies strategic planning techniques that foster systemic approaches and result in sound decisions.

III. EFFECTIVE ADMINISTRATION AND MANAGEMENT

The effective administrator acts within legal and responsible guidelines to accomplish educational purposes an improve student learning.

A. The administrator carries out personnel selection, supervision, evaluation, and management functions for the school or district effectively.

B. The administrator applies current knowledge of policy formation and legal requirements within the scope of his/her responsibility.

C. The administrator applies certain knowledge of fiscal management policy and practices within the scope of his/her responsibility.

D. The administrator applies current knowledge of auxiliary programs (such as transportation, food services, pupil personnel services, maintenance, and facilities management) within the scope of his/her responsibility.

E. The administrator uses appropriate technologies to administer his/her responsibilities.

IV. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

The effective administrator strives to ensure equity for all students and values diversity in the school environment.

A. The administrator strives to ensure equity among programs and learning opportunities for staff, students, and parents.

B. The administrator demonstrates appreciation for and sensitivity to the diversity among individuals.

V. EFFECTIVE RELATIONSHIPS WITH THE COMMUNITY

The effective administrator interacts with the community responsibly to address the needs of students.

A. The administrator assesses the needs of parents and community members and involves them in decision-making.

B. The administrator promotes partnerships among staff, parents, business, and the community.

C. The administrator interprets, articulates, and promotes the vision, the mission, the programs, the activities, and the services of the school/district.

VI. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

The effective administrator models professional behaviors that contribute to addressing the needs of students.

A. The administrator demonstrates enthusiasm for his/her own learning.

B. The administrator demonstrates and promotes an atmosphere of respect for others.

C. The administrator models responsible behavior

.

THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS 02146

Document for the Comprehensive Evaluation Year - Joint Goals Form
(by October 1st)
Goals for the _____ School Year

ADMINISTRATOR'S NAME: _____

PROFESSIONAL ADMINISTRATOR STATUS: _____

PRE-PROFESSIONAL ADMINISTRATOR STATUS: _____

DATE OF MEETING: _____

• • • • • • • • • • • • •

Goals for the Year:

EVALUATOR'S SIGNATURE: _____ **DATE:** _____

ADMINISTRATOR'S SIGNATURE: _____ **DATE:** _____

ADMINISTRATOR'S COMMENTS (optional):

THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS 02146

Progress Report for the Comprehensive Evaluation

ADMINISTRATOR'S NAME: _____

POSITION: _____

PROFESSIONAL ADMINISTRATOR STATUS: _____

PRE-PROFESSIONAL ADMINISTRATOR STATUS: _____

DATE OF MEETING: _____

• • • • • • • • • • • • •

Please attach narrative:

EVALUATOR'S SIGNATURE: _____ **DATE:**_____

ADMINISTRATOR'S SIGNATURE: _____ **DATE:**_____
*** Signature signifies receipt not concurrence with this report.**

Administrator's COMMENTS

THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS 02146

SUMMATIVE EVALUATION FOR ASSISTANT BUILDING ADMINISTRATORS
Assistant Headmaster, Assistant Principal, Dean, Vice-Principal

Document for the Comprehensive Evaluation Year -
Report of Administrator Effectiveness
(by April 15)

NAME: _____ **SCHOOL:** _____

POSITION: _____ **DATE:**_____

EVALUATOR: _____

• • • • • • • • • • • • •

CORE VALUES:

- HIGH ACADEMIC ACHIEVEMENT FOR ALL STUDENTS
- EXCELLENCE IN TEACHING
- COLLABORATIVE RELATIONSHIPS
- RESPECT FOR HUMAN DIFFERENCES

A. LEADERSHIP
(descriptors)

1. Represents the principal/headmaster/school community intelligently and persuasively throughout the community.

2. Assists principal/headmaster in finding and organizing resources to support initiatives for improvement.

3. Models responsible behavior.

4. Assists principals/headmaster in implementing the overall mission of the school and system-wide initiatives.

(Principles IID, VIC, and VC)

B. KNOWLEDGE OF THE FIELDS OF CURRICULUM, SUPERVISION, AND INSTRUCTION.
(descriptors)

1. Assists the principal/headmaster in the ongoing assessment of total school program/curriculum.

2. Is knowledgeable about instructional theory and curriculum including current principles, practices, research, and technology.

3. Demonstrates enthusiasm for his/her own learning.

(Principles IC, ID, IE, VIA)

C. CLARITY OF COMMUNICATION
(descriptors)

1. Speaks knowledgeably and articulately when representing the school.

2. Writes and communicates in a clear, concise fashion.

(Principles IIB)

D. FACILITATION OF INSTRUCTIONAL PROCESSES
(descriptors)

1. Guides in the implementation and the selection and utilization of appropriate assessment and instructional techniques.

2. Works closely with the principal/headmaster to assist in securing and supporting the best people for the school.

(Principles ID, IB)

E. APPROPRIATE AND EFFECTIVE EVALUATION
(descriptors)

1. Evaluates staff in accordance with established procedures of the Public Schools of Brookline.

2. Supports and assists staff to work effectively and/or implement change.

(Principles IF, IG, IIA, IIIA, IIIB)

F. EQUITABLE, SENSITIVE AND RESPONSIVE INTERACTION WITH SCHOOL PERSONNEL AND COMMUNITY
(descriptors)

1. Fosters positive parent and community relations by initiating and encouraging appropriate procedures and activities.

2. Informs faculty of policies.

3. Encourages an atmosphere favorable to the voicing of ideas and opinions.

4. Creates a positive, informed climate for collegial teaching and learning.

(Principles IIC, IIE, VA, VB)

G. RESPECT FOR HUMAN DIFFERENCES
(descriptors)

1. Demonstrates an understanding and respect for diversity.

2. Demonstrates an appreciation for the expression of different ideas, approaches, points of view and conclusions.

(Principles IB, IF, IIA, IIE, IVA IVB)

H. MANAGEMENT
(descriptors)

1. Assists the principal in implementing appropriate procedures for the efficient operation of the school.
2. Assists the principal in the preparation of required reports.
3. Demonstrates knowledge of current fiscal management policy and practice.
4. Uses appropriate instructional technologies to administer his/her responsibilities.
5. Identifies and accomplishes yearly goals in concert with the shared mission and vision.

(Principles IA, IIF, IIB, IIIC, IIID, IIIE)

I. PROFESSIONAL RELATIONSHIPS
(descriptors)

1. Interacts with other professionals in a clear, direct, responsive, and collegial manner.
2. Participates in professional activities with peers and colleagues.
3. Treats others with respect.

(Please attach narrative and recommendations)

_____ This evaluation indicates successful performance.
Recommendations for continued growth are indicated above.

_____ This evaluation indicates successful performance with some need for change.
Recommendations for change are indicated above.

_____ This evaluation indicates minimally successful performance but it will not be deemed successful hereafter without substantial improvement.
Recommendations for improvement are indicated above.

_____ This evaluation indicates unsuccessful performance.
The areas of concern and recommendations are indicated above.

OVERALL EVALUATION: _____ SUCCESSFUL _____ UNSUCCESSFUL

EVALUATOR'S SIGNATURE: _____ DATE:_____

ADMINISTRATOR'S SIGNATURE: _____ DATE:_____

*****signature only indicates the administrator has read the Comprehensive Evaluation Report. Administrators are encouraged to comment.

THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS 02146

COMPREHENSIVE YEAR SUMMATIVE EVALUATION FOR CURRICULUM/PROGRAM ADMINISTRATORS

Including, but not limited to: Supervisor of Libraries; SWS Coordinator; Winthrop House Coordinator; OFC Coordinator; Director of Technology; (Pre-K to 12); SPED Administrator; Grade 9 to 12 Curriculum Coordinator;
Pre-K to 12 Curriculum Coordinator; pre-K to 8 Curriculum Coordinator.

Document for the Comprehensive Evaluation Year -
Report of Administrator Effectiveness
(by April 15)

NAME: _____ **SCHOOL:** _____

POSITION: _____ **DATE:**_____

EVALUATOR: _____

• • • • • • • • • • • • •

CORE VALUES:

- HIGH ACADEMIC ACHIEVEMENT FOR ALL STUDENTS
- EXCELLENCE IN TEACHING
- COLLABORATIVE RELATIONSHIPS
- RESPECT FOR HUMAN DIFFERENCES

A. LEADERSHIP
(descriptors)

1. Represents the principal/headmaster/school community intelligently and persuasively throughout the community.

2. Assists principal/headmaster in finding and organizing resources to support initiatives for improvement.

3. Models responsible behavior.

4. Assists principals/headmaster in implementing the overall mission of the school and system-wide initiatives.

(Principles IID, VIC, and VC)

B. KNOWLEDGE OF THE FIELDS OF CURRICULUM, SUPERVISION, AND INSTRUCTION.
(descriptors)

1. Assists the principal/headmaster in the ongoing assessment of total school program/curriculum.

2. Is knowledgeable about instructional theory and curriculum including current principles, practices, research, and technology.

3. Demonstrates enthusiasm for his/her own learning.

(Principles IC, ID, IE, VIA)

C. CLARITY OF COMMUNICATION
(descriptors)

1. Speaks knowledgeably and articulately when representing the school.

2. Writes and communicates in a clear, concise fashion.

(Principles IIB)

D. FACILITATION OF INSTRUCTIONAL PROCESSES
(descriptors)

1. Guides in the implementation and the selection and utilization of appropriate assessment and instructional techniques.

2. Works closely with the principal/headmaster to assist in securing and supporting the best people for the school.

(Principles ID, IB)

E. APPROPRIATE AND EFFECTIVE EVALUATION
(descriptors)

1. Evaluates staff in accordance with established procedures of the Public Schools of Brookline.

2. Supports and assists staff to work effectively and/or implement change.

(Principles IF, IG, IIA, IIIA, IIIB)

F. EQUITABLE, SENSITIVE AND RESPONSIVE INTERACTION WITH SCHOOL PERSONNEL AND COMMUNITY
(descriptors)

1. Fosters positive parent and community relations by initiating and encouraging appropriate procedures and activities.

2. Informs faculty of policies.

3. Encourages an atmosphere favorable to the voicing of ideas and opinions.

4. Creates a positive, informed climate for collegial teaching and learning.

(Principles IIC, IIE, VA, VB)

G. RESPECT FOR HUMAN DIFFERENCES
(descriptors)

1. Demonstrates an understanding and respect for diversity.
2. Demonstrates an appreciation for the expression of different ideas, approaches, points of view and conclusions.

(Principles IB, IF, IIA, IIE, IVA IVB)

H. MANAGEMENT
(descriptors)

1. Assists the principal in implementing appropriate procedures for the efficient operation of the school.
2. Assists the principal in the preparation of required reports.
3. Demonstrates knowledge of current fiscal management policy and practice.
4. Uses appropriate instructional technologies to administer his/her responsibilities.
5. Identifies and accomplishes yearly goals in concert with the shared mission and vision.

(Principles IA, IIF, IIB, IIIC, IIID, IIIE)

I. PROFESSIONAL RELATIONSHIPS
(descriptors)

1. Interacts with other professionals in a clear, direct, responsive, and collegial manner.
2. Participates in professional activities with peers and colleagues.
3. Treats others with respect.

(Please attach narrative and recommendations)

_____ This evaluation indicates successful performance.
Recommendations for continued growth are indicated above.

_____ This evaluation indicates successful performance with some need for change.
Recommendations for change are indicated above.

_____ This evaluation indicates minimally successful performance but it will not be deemed successful hereafter without substantial improvement.
Recommendations for improvement are indicated above.

_____ This evaluation indicates unsuccessful performance.
The areas of concern and recommendations are indicated above.

OVERALL EVALUATION: _____ SUCCESSFUL _____ UNSUCCESSFUL

EVALUATOR'S SIGNATURE: _____ DATE:_____

ADMINISTRATOR'S SIGNATURE: _____ DATE:_____

*****signature only indicates the administrator has read the Comprehensive Evaluation Report. Administrators are encouraged to comment.

THE PUBLIC SCHOOLS OF BROOKLINE
BROOKLINE, MASSACHUSETTS 02146

SUPERVISORY/PROFESSIONAL DEVELOPMENT PLAN

Document for the Mid-Cycle Evaluation
(by April 15)

NAME: _____ **SCHOOL:** _____

POSITION: _____ **DATE:** _____

EVALUATOR: _____

• • • • • • • • • • • • •

CORE VALUES:

- HIGH ACADEMIC ACHIEVEMENT FOR ALL STUDENTS
- EXCELLENCE IN TEACHING
- COLLABORATIVE RELATIONSHIPS
- RESPECT FOR HUMAN DIFFERENCES

Please comment briefly on the following areas as outlined in
The Principles of Effective Administrative Leadership

A. LEADERSHIP

B. KNOWLEDGE OF THE FIELDS OF CURRICULUM, SUPERVISION, AND INSTRUCTION

C. CLARITY OF COMMUNICATION

D. FACILITATION OF INSTRUCTIONAL PROCESSES

E. APPROPRIATE AND EFFECTIVE EVALUATION

F. EQUITABLE, SENSITIVE, AND RESPONSIVE INTERACTION WITH SCHOOL PERSONNEL AND COMMUNITY

G. RESPECT FOR HUMAN DIFFERENCES

H. MANAGEMENT

I. PROFESSIONAL RELATIONSHIPS

Narrative:

Recommendations:

EVALUATOR'S SIGNATURE: _____ DATE:_____

ADMINISTRATOR'S SIGNATURE: _____ DATE:_____

*****signature only indicates the administrator has read the Mid Cycle Report. Administrators are encouraged to comment.

APPENDIX E: Individual Professional Development Plans

Individual Professional Development Plan for Brookline Educators

Name: Last First Middle Renewal Year

Home Address City State Zip Code

Primary Area Certificate Number

District School Grade Level(s) Subject(s)

Professional Development Points Required for Renewal of **Primary Area** 120 or 150

Total number of PDPs required in content

My professional growth goals (please number):

Record of Approved Professional Development Activities for Primary Area

Professional Development Activity	Professional Growth Goal (Goal Number)	Content PDPs	Other PDPs	Date Completed

Use additional copies of this form if necessary.

Educator's Name Certificate Number

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