Contract
between the

Brookline School Committee

and the

Brookline Educators Union

2009-2011

PARAPROFESSIONAL UNIT

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CONTRACT

This contract, dated as of July 1, 2009, is between the School Committee of the Town of Brookline ("BSC") and the Brookline Educators Union ("BEU") on behalf of Paraprofessional Unit as described in Section 1.4 and is made by the parties pursuant to Chapter 150E of the General Laws

This contract includes Appendix A, which is attached hereto and made part hereof.

Article 1: Introduction

1.1 Overview and Commitment of Agreement

A. This contract, effective as of July 1, 2006, is between the School Committee of the Town of Brookline and the Brookline Educators Union, Paraprofessional Unit and is made by the parties pursuant to Chapter 150E of the General Laws. This Agreement shall remain in effect until June 30, 2009.

B. The purpose of this contract is to reduce to writing the agreements reached by the Committee and the BEU regarding salaries and conditions of employment; to ensure that the paraprofessional staff meets standards of performance satisfactory to the Committee; and to ensure the rights of the paraprofessional staff to be represented by the BEU in further discussions and/or negotiations between the parties concerning conditions of employment affecting individuals or groups of bargaining unit employees.

C. The terms of this Agreement are in addition to such rights and obligations as may be applicable to the parties under federal, state, and local laws. In executing this Agreement, it is understood that neither the Committee nor the BEU has waived any rights accorded them under such laws.

D. Savings. If any part or provision of this Agreement is found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law and the validity of any other part or provision shall continue in full force and effect.

1.2 Terms Used In This Agreement

Union - Brookline Educators Union ("BEU") representing the Paraprofessional Unit.

Benefit Day - A paid leave day.

Committee - School Committee of the Town of Brookline.

DECAP - Dependent Care Assistance Plan maintained by the Town of Brookline.

Domestic Partner - 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.

Employee - Individual working in a bargaining unit position; may also be referred to as "paraprofessional."

Employer - The Town of Brookline ("the Town"), the Brookline School Department ("BSD") and the Brookline School Committee (BSC") including the Superintendent, principals, and/or the Assistant Superintendent for Human Resources.

Established Policy - Shall mean a policy that is or maybe established by the Committee and which may be changed by the Committee from time to time pursuant to the powers conferred upon the Committee by law and consistent with the Committee's obligations under G.L. c.150E.

Established Practice - A regular and consistent system-wide pattern of implementing a condition of employment, which practice became established after July 1, 1998 and which is not in conflict with a written provision of the Collective Bargaining Agreement.

Immediate Family - Father, mother, brother, sister, spouse or domestic partner, child, son-in-law, daughter-in-law or parent-in-law, whether or not such relative was a member of the paraprofessional's household; and any other relative who was a permanent member of the paraprofessional's household, or another person with whom said paraprofessional resided.

MEDCAP - Medical Care Assistance Plan maintained by the Town of Brookline.

Probationary Period - The first two consecutive full years of employment. An employee who begins work prior to January 1 of any work year and works through the end of his or her work year will be considered to have worked a full year for this purpose.

School Year - Mandated student days plus two days.

Twelve Month Employee - An employee whose work year is 12 months, 52 weeks between July 1 and June 30.

Unit A Contract - Contract between the BEU and School Committee for Unit A.

Work Year - The expected duration of a year of work between July 1 and June 30 determined by annual appointment.

1.3 Grandfather Clause

An employee whose personal pay rate, sick days or "A" days effective on the date of signing this Agreement are higher than the negotiated job rates, sick leave days or "A" days shall retain such higher rate or benefits so long as such employee remains in the bargaining unit without being promoted to a higher paying position. Such employee will be required to comply with the contractual eligibility requirements for any particular sick day or "A" day.

1.4 Recognition

A. The Committee recognizes the BEU as the exclusive representative of a unit including After School Aide, Aide, Assistant System Manager, Athletic Aide, Attendance Supervisor, BEEP Aide, System Substitute, System Nurse Substitute, METCO Bus Monitors, Parent Out-Reach Coordinator, Understanding Handicaps Coordinator, Coordinator of Substitutes, Early Childhood Aide, ESL Instructional Aide, Food Services Aide, Instructional Aide, Library Aide, METCO Aide, METCO Instructional Aide, METCO Tutor, Parent Liaison, Preschool Aide, Research Assistant, Security Aide, Substitute Dispatcher, Systems Operator, System-wide Hearing Consultant (formerly SPED Sign Language Interpreter), Teachers Aide, Tech Support, Title I Educational Aide, TK Aide, BHS Graphic Arts Publishing Center Coordinator, Senior Application Support Specialist, Webmaster, Teen Advantage Coordinator, Application Support Specialist, Tutoring Center Coordinator, Home/Community Liaison, Performing Arts Production Aide and Parent Outreach Coordinator, Step to Success Project Advisor, Step to Success Assistant Project Director, Mediation Coordinator, Special Education Budget Analyst, Tappan Security Monitor, Assistant to the Athletic Director, but excluding all other employees of the Committee as certified by the Massachusetts Labor Relations Commission in case number MCR-4504, and/or as may be amended by this Agreement or otherwise by mutual agreement of the parties from time to time, for purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment.

   The System-Wide Hearing Consultant position will be transferred to Unit A at such time as the incumbent obtains proper licensure or vacates the position, whichever comes first.

B. Persons who work exclusively at homework centers are excluded from the bargaining unit. Work performed at such centers shall not be considered bargaining unit work unless such work is assigned to a paraprofessional as part of his or her job.

C. Nothing herein shall restrict the School Committee from maintaining, expanding or adding to its intern, coop student, or other professional training programs nor from utilizing volunteers to perform any work whatsoever; provided that no bargaining unit employee is laid off and replaced by any such intern, coop student, other professional trainee or volunteer.

Article 2: School Committee Rights

The BEU recognizes that, under the laws of the Commonwealth of Massachusetts, the Committee has the responsibility for establishing policies for the schools and that its agents have the responsibility for carrying out the policies so established. The Committee retains those rights, powers and duties it now has, those that may be granted or have conferred upon it by the Commonwealth of Massachusetts, and such rights as are regularly and customarily exercised as prerogatives of the Committee. Except as specifically abridged or modified by a term of this Agreement, the exercise of the Committee's aforesaid rights shall be final and binding

Article 3: Work Schedule

3.1 Work Week and Work Days

A. The number of hours in an employee's work week may vary during the work year depending on the assignment or position. An employee's hours may be increased or decreased during the work year with or without a change in assignment or position; provided the number of hours assigned to an employee for any work year will not be reduced after October 15.

B. The regular work week for a full-time paraprofessional shall be five days, 37.5 hours. Part-time paraprofessionals may be scheduled to work fewer than five days per week and/or fewer than 37.5 hours per week. When the additional student time option is instituted by the BSC in Unit A, replace the "37.5 hours" with "a minimum of 37.5 hours" in the first sentence of Article 3.1.B.

C. All aides who are paid on an hourly basis are required to remain in their school buildings on Early Release days, until such time as they regularly would cease working. Employees will be paid for all such hours and will be assigned tasks by the building principal or his or her designee.

D. **Longer School Day Option-** In recognition of the new federal requirements for paraprofessionals to obtain highly qualified status, and in the event that the BSC does not exercise the option of a Longer School Day in the 2008-2009 school year, a flat rate equivalent of a 1% increase will be applied to all steps and all schedules effective February 1, 2009.

E. Effective July 1, 2009, the Superintendent may require, on a year by year basis, some or all employees to work one (1) or two (2) days in addition to the number of days in the work year(s) described in Appendix A.2. One or both of these additional days may be scheduled up to two weeks prior to the start of the school year for students and may be used for training purposes. Current employees required to work these days will be notified in writing no later than June 15 of the prior school year, and the School Committee/designee will notify the Union. Employees required to work an additional day/days shall be paid at their straight time hourly rate for work on such additional day/days at the rate in effect for the school year beginning September 1 and the provisions of Article 3.3 shall not be applicable to such additional days. An employee required to work the above referenced additional one or two days may be excused from attending one or both of the days for extraordinary circumstances by his/her principal or supervisor.

3.2 Meal Breaks

A paraprofessional who is scheduled to work more than 6 hours per day shall receive a 30 minute duty-free unpaid lunch break, normally scheduled within 30 minutes before or after the aggregate lunch breaks for students. Subject to the operating needs of any school as may be determined by the building administrator or designee, a paraprofessional who is scheduled to work more than 5 hours per day may receive a lunch break.

By mutual agreement with his or her supervisor, a paraprofessional shall eat lunch at the workplace while on duty without a break, in which case such paraprofessional's scheduled quitting time for such day shall be 30 minutes earlier.

3.3 Overtime

A. Employees who are approved to work outside of their regular starting and quitting times or outside of their regular work days up to 40 hours in a work week may be granted compensatory time off at straight time. An employee who is granted compensatory time off must be permitted to take such time off within fourteen (14) calendar days.

B. Employees who are approved to work in excess of their regular work week and who are not granted compensatory time off at straight time as provided under Section 1 shall be paid overtime in money at straight time for hours worked up to 40 in any work week and at time and one half for hours worked in excess of 40 in any work week.

C. Paid leave shall not constitute time worked for the purpose of calculating overtime.

3.4 Holidays

A. When a 12-month paraprofessional is required to work on a holiday which falls on his/her scheduled work day, such work will be paid at "double time", including the regular day's pay plus an extra day's pay as a premium for the holiday worked. When a 12-month paraprofessional is required to work on a holiday which falls on his/her scheduled day off, such work will be paid at "double time" in compensation for the lost day off and as a premium for the holiday worked. Overtime pay shall not be pyramided with holiday pay.

B. List of Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

3.5 Building Emergencies, Closings, Cancellations and Late Openings

A. If a paraprofessional who reports to work as scheduled is released early before the regular quitting time because a building is closed by an act of God or other emergency; or if the Administration announces through the media an unscheduled late opening or a cancellation on account of a snow storm or other emergency, a paraprofessional shall not lose pay for the work day or for the unworked portion thereof if compensatory work time is not scheduled.

B. A 12-month paraprofessional may elect to work on a "snow day" or other cancellation day and be paid at straight time. Such employee who reports for work but cannot gain access to his/her assigned building after having made a reasonable effort to do so will not lose pay for such day. A 12-month paraprofessional who elects not to work on such day may elect to use an "A" day or a vacation day; or not work such day and not be paid.

3.6 Professional Development Day

Beginning in the 2004-2005 school year, an additional day will be scheduled into the calendar for all non year-round employees for the purpose of professional development. The activities for this day will be planned by the Deputy Superintendent for Teaching and Learning in collaboration with the Professional Development Council. This additional day shall be reflected in the number of days listed in all non year-round salary schedules in Appendix A.

Article 4: Benefit Days

A. Paraprofessionals whose regular work week is less than 12 hours shall not be eligible for benefit days. The special provisions of Section 4.3 supersede any contrary provision in Section 4.1 or 4.2.

B. FMLA benefits will apply to members of the bargaining unit who are regularly scheduled to work 0.5 FTE or greater. Leave time granted hereunder will be credited against any federal or state requirements such as the federal Family and Medical Leave Act.

4.1 Sick Leave and FMLA

A. Sick Leave. All twelve-month paraprofessionals will be credited with 12 days of sick leave as of July 1. All ten-month paraprofessionals will be credited with 10 days of sick leave as of the first official day of each school year. Effective September 1, 2010, all ten-month paraprofessionals will be credited with 11 days of sick leave as of the first official day of each school year. Paraprofessionals who work fewer than 7.5 hours per day and/or fewer than 5 days per week shall be credited with proportionate sick leave. Paraprofessionals who begin work after September shall be credited with sick leave proportionately at the time their work year begins.

Any paraprofessional who is on unpaid leave for more than one-half (1/2) of the work year will be credited with sick leave proportional to the time paid. However, if a paraprofessional 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.

Unused sick leave shall accumulate from year to year.

B. Family and Medical Leave

i. FMLA benefits will apply to members of the bargaining unit who are regularly scheduled to work 0.5 FTE or greater. The FMLA "year" shall be a rolling 12-month period.

ii. A school-year employee may use up to 10 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. Twelve-month employees may use 12 days for the purposes described above. Only employees eligible for FMLA, as provided for in Article 4.1, Section B under this contract, can use their paid FMLA days for any of the above-stated reasons.

iii. A school-year employee may use up to 2 of the 10 days described above (for twelve-month employees: 3 of the 12 days) (and/or administrative leave days under 4.2) 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 days.

iv. If an employee is eligible to use 10 paid FMLA days for the birth of a child pursuant to this article, earned but unused sick leave days can be taken subsequent to any sick leave taken for the birth mother's period of disability.

C. Sick Leave Bank

i. Bargaining unit employees who have completed two or more years of service will be eligible to participate in the existing Unit A and B sick leave bank. Such bank will continue to be administered by the sick leave bank committee consisting of four members, two designated by the BSC and two designated by the BEU.

ii. Bargaining unit members who become eligible for sick leave bank shall be automatically 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. If a bargaining unit employee becomes eligible for participation in the sick leave bank at any point after the opening of school, s/he 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 becoming eligible that s/he does not wish to join the Bank.

Once enrolled, a day will be automatically deducted each year unless the employee resigns from the bank in writing (or via e-mail) to the payroll office with a copy to the Human Resources Office. Only employees who deposit time in the bank are permitted to withdraw from the bank. In addition to the days donated by Paraprofessional Unit members, Paraprofessional Unit employees may access days in the Unit A and B sick bank.

iii. All requests for withdrawal from the bank must be accompanied by the reason and approved by the Sick Leave Bank Committee. The number of days requested from the bank must be specified at the time of the initial request. 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. 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.

iv. 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. 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.

v. No days may be withdrawn from the Sick Leave Bank for use for any reason other than illness. Days may not be withdrawn to permit an employee to stay at home for other members of a family.

vi. Benefits for bargaining unit employees under the Sick Leave Bank will be limited to forty-five (45) days in any contract year.

vii. 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 Paragraph iii. of Section 4.1.C 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.

4.2 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 its 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.

4.3 Administrative Leave ("A" Days)

A. Each paraprofessional shall be entitled to receive two paid "A" days each school year (three paid "A" days for 12-month employees). "A" days may not be accumulated. The paraprofessional is required to state on the regular form the specific reason for taking such leave. Such leave shall be taken only for important personal business that cannot be conducted outside of the work day and not for vacation or recreation. Except for 12-month employees, "A" days shall not be taken on the work day immediately before or after a holiday or intersession. Except in emergencies, each person requesting 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. If the Superintendent or designee determines that such person's absence in accordance with the notice would seriously jeopardize the normal functioning of the school system, the Superintendent or designee may instruct the person not to take the leave at the time proposed.

B. Any paraprofessional who is on unpaid leave for more than one-half (1/2) of the work year will be credited with administrative leave proportional to the time paid. However, if a paraprofessional 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.

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

4.4 Sick Days and A Days for Substitute Personnel

Substitute dispatchers may be granted paid sick leave or administrative leave subject to the approval of the Superintendent or designee. System substitutes shall be credited with 5 sick days as of the first official day of each school year, accumulative, and will be entitled to receive one paid "A" day each school year.

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

4.5 Bereavement

A paraprofessional shall be granted paid bereavement leave for not more than five days (not necessarily in succession) on account of the death of a member of the paraprofessional's immediate family. A paraprofessional shall also be granted paid bereavement leave 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. For the purpose of this section, domestic partners shall be treated on the same basis as a spouse.

4.6 Vacation Leave

A. Twelve-month employees shall earn annual paid vacation leave in accordance with the following schedule:

0 - 3 Years:	18 Days
3 + Years:	23 Days

B. Annual vacation leave shall accrue monthly pro rata and may be accumulated up to 1.5 times the number of vacation days which may be earned during a vacation year (July 1 to June 30). An employee who terminates employment prior to June 30 of any vacation year shall be entitled to prorated vacation leave for that year.

C. Requests by 12-month employees for vacation weeks shall normally be submitted by the employee for approval and scheduling by the School Department at least one month in advance. Approval or non-approval will be communicated within 5 working days after receipt of the submission. Individual vacation days may be approved on short notice. An employee who through no fault of his/her own is unable to take his/her vacation leave prior to June 30 and, but for this sentence, would lose such vacation leave, shall be allowed to roll over such leave temporarily in excess of his/her "1.5" allowance but in no event beyond six months (the next December 31).

During the rollover period it shall be the joint responsibility of the employee and his or her supervisor to ensure that the excess vacation leave is scheduled and used prior to December 31. Any unresolved dispute over the scheduling of such vacation time shall be jointly reviewed by the BEU and the Assistant Superintendent for Human Resources on an expedited basis.

4.7 Child-bearing Leave

A. It is agreed that the Family and Medical Leave Act (“Act”) and the Massachusetts Maternity Leave Act applies to employees in the bargaining unit. The Family and Medical Leave Act shall apply to employees who are regularly scheduled to work 0.5 FTE or greater.

B. Summer births

i. **Sick Days.** An employee granted child-bearing 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 10 paid FMLA days for the birth of a child pursuant to Article 4.1.B.ii and 4.1.B.iv, the employee is entitled to the 10 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 10 FMLA days, i.e. the employee actually has to work sometime during the year to accrue sick time, seniority, or longevity.

4.8 Child-rearing Leave

A. Entitlement. Paraprofessionals with three (3) years of service shall be granted up to one (1) year for the purpose of child rearing. It is understood that the paraprofessional on leave shall return on July 1 or the beginning of that employee's regular work year, whichever comes later, unless prior agreement has been made with the Administration. 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 the one year 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 one additional school year off for child rearing leave related to the birth or adoption

B. 5-month notice

i. All requests for child-rearing leaves shall be made in writing to the Assistant Superintendent for Human Resources no later than five calendar months before the expected delivery date.

ii. In the case of adoption, the employee is to request the leave once the employee’s home study has been completed and notarized.

iii. Employees wishing to take a child-rearing leave that starts the school year after the birth year shall give notice by March 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 Superintendent or his/her designee will grant the request of the employee to return to work earlier than anticipated.

D. Superintendent's Discretion. The granting of a child-rearing leave is not subject to the discretion of the Superintendent or his/her designee (i.e. it will be granted automatically) given:

i. the leave commences in September or directly after other adoption/birth-related leaves; and

ii. the employee returns to work the following September (in the case of a Paraprofessional whose regular work year does not coincide with the school year, provisions of Article 4.7.A apply); and

iii. the paraprofessional has three (3) years of service; and

iv. the leave is for the employee's entire position (i.e. not part-time); and

v. submission deadlines are met.

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

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

4.9 Leaves Of Absence Without Pay

Paraprofessionals who request unpaid leave of absence prior to March 1 shall be eligible for unpaid leave as follows:

A. BEU Officer Leave.

i. A full time paid leave of absence shall be granted to a member of the Paraprofessional Unit with four (4) years of service annually who is elected to serve as 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.

ii. 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.

iii. 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 BEU President who has been absent from a classroom for more than four consecutive years while on BEU President leave will be subject to negotiations between the parties in a successor agreement.

B. **Health Leave**. Paraprofessionals with three (3) years of service shall be granted leave up to one (1) year for personal health reasons and, with the approval of the Superintendent or his/her designee, may be granted leave up to one (1) year for the purpose of caring for a sick member of the paraprofessional's immediate family. Additional health leave may be granted at the discretion of the employer. Requests for such leave shall be supported by appropriate medical evidence.

C. A paraprofessional who is granted an unpaid leave of absence under this Section 4.7 shall be deemed to have been reappointed during the period of such leave and will be subject to the reappointment and assignment process for the year in which such employee is scheduled to return as if such employee had worked during the leave period. Upon such reappointment and return, all benefits and salary to which a paraprofessional was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored.

D. A leave of absence which is to begin or end during the school year is subject to approval by the Superintendent or his/her designee, which approval shall be granted only in extraordinary circumstances.

4.10 Other Leaves

A. **Enlistment and Induction Leave**. Leave without pay shall be granted as required by law to any paraprofessional who is inducted or enlists in any branch of the armed forces of the United States.

B. **Court Leave**. 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. The employer shall not be required to pay for such leave when a paraprofessional is called other than by the employer to appear in a labor arbitration hearing or in a prohibited practice hearing at the Massachusetts Labor Relations Commission.

C. **Jury Duty**. A paraprofessional who receives notice of jury duty to be performed during the work year shall promptly notify the Assistant Superintendent for Human Resources. Such paraprofessional will try to be excused or rescheduled and the Director shall support that effort. If, despite these efforts, the paraprofessional is required to perform such duty, he or she shall suffer no loss in pay and shall be paid any difference in pay between pay for jury duty and his or her regular pay.

D. **Summer School**. A paraprofessional may be released prior to the end of his/her work year, without loss of pay, to attend summer school as may be required by the employer.

E. **Military Reserve Leave**. Each member of the paraprofessional staff covered by this contract who is a member of a state or national reserve complement shall be entitled to the number of days the reserve unit requires the paraprofessional. The BSC agrees to pay the differential between military pay and the paraprofessional's salary when the former is smaller, during this period of temporary active duty. Every effort shall be made by a paraprofessional in cooperation with the Superintendent or his/her designee to arrange for the fulfilling of active duty reserve obligation at times other than when schools are in session.

F. **Access to BEU Days**. Paraprofessionals may request and they may be granted educational leave to attend meetings and workshops held by local, state and national associations. Such leave days will be granted consistent with 10.5 of the Unit A contract.

4.11 Temporary Leave to Serve as a Long-Term Substitute

A paraprofessional who immediately returns to the bargaining unit after taking a temporary leave to work as a long-term substitute in the Public Schools of Brookline, shall be credited with the time worked as a long-term substitute for all purposes under this contract." (The parties understand that work as a long-term substitute is not bargaining unit work.)

Article 5: Insurance

5.1 Health

A. In accordance with Massachusetts General Laws only those employees who are regularly scheduled to work twenty (20) or more hours per week shall be eligible for group health insurance. The parties agree that the Town (School Department) will provide group health insurance to employees regularly scheduled to work twenty (20) or more hours per week as is generally offered to other eligible Town (School Department) employees. The BEU recognizes and agrees that group health insurance plans, carriers, providers, benefits, coverages, deductibles, premiums, premium contributions, co-payments, and prescription co-payments may change from time to time and agrees that the Town (School Department) may make such changes without any further negotiations after giving the BEU 30 days notice of the change.

B. The DECAP and MEDCAP plans shall be made available for those paraprofessionals who wish to participate on the same basis as other employees of the Town.

C. The insurance coverage of any paraprofessional who is on leave with pay shall continue without interruption or change in the paraprofessional cost except as may be otherwise mandated on a Town-wide basis.

5.2 Life & Dismemberment

Life insurance coverage of the minimum of $5000 shall be made available for those paraprofessionals who wish to participate.

5.3 July and August Coverage

July and August health and life insurance coverage shall be accomplished through equal payroll deductions of the employee's premium contribution throughout his or her work year.

5.4 Tax-Related

The Town currently permits paraprofessionals 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. paraprofessional contributions to group health insurance plans. If the Town enters into an agreement with a Section 125 administrator and if the agreement permits the paraprofessionals to purchase additional services/products through such administrator which are not covered by Section 125, the opportunity for payroll deductions will be made available to paraprofessionals for the purchase of such services/products through the administrator.

Article 6: Payroll

6.1 Salary Payments

Salary payments shall be delivered to each employee's regular work place consistent with the standard practice for all school department employees.

Salary payments to all employees shall be made biweekly and delivered in envelopes, the first payment to be made on the second Thursday after Labor Day. Payments will be made in twenty-one (21) installments. The final check shall be issued no later than five business days after the last day of school. The last paycheck will be held at the school (or place of employment) unless the paraprofessional notifies the school of an appropriate mailing address. The salary schedules of the agreement will be revised to reflect both hourly and annual rates of pay**.**

Not withstanding this language, any employee holding a full-year position, shall continue to receive weekly paychecks throughout the year in accordance with established practices. 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.)

6.2 Salary Deductions

The Committee shall provide that, whenever duly authorized by an employee, payroll deductions on behalf of such employee 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 the Brookline Credit Union
(4) Premiums under annuity contract
(5) Premiums under Employees' Group Insurance Plan
(6) Pension
(7) MTA Credit Union
(8) 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. 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. 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.

6.3 Tax Sheltered Annuities

The Committee will provide annuity plans in accordance with applicable laws and policies.

6.4 Statements

Statements showing weekly earnings, weekly deductions, year-to-date earnings, and year-to-date deductions shall be issued with each paycheck.

Article 7: Work Conditions

7.1 Responsibility

A. A responsible teacher or other supervisor will be readily accessible to any paraprofessional who may be working with students without such teacher or supervisor being physically present.

B. Security aides shall be given an opportunity for periodic discussion of safety concerns with the appropriate building administrator.

C. The employer recognizes its responsibility for training employees. Nothing herein shall diminish the obligation of a paraprofessional to remain current in his/her field.

7.2 Professional Development

A. To the extent that local universities make available to the Committee course vouchers for use by paraprofessionals, such vouchers shall continue to be made available to paraprofessionals.

B. The BSC, 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.

7.3 Health and Safety

Health and safety concerns of paraprofessionals will be communicated to the employer through the joint committee established under Article 4.10 of the Unit A contract.

7.4 Mileage Reimbursement

Twelve-month employees who are regularly required to use their car for job- related travel may be designated to receive a regular monthly mileage stipend of $60. Employees who occasionally are required to use their car to travel between two work locations shall be eligible for mileage reimbursement based on log-recorded mileage at the mileage rate as designated from time to time by the Town.

A paraprofessional who is required to use his/her personal vehicle to transport equipment may decline to do so if such employee has a reasonable basis for believing that sharp-edged or extra-bulky equipment or material will damage such vehicle.

7.5 Hiring Rate, Notice Of New Employees, and Step Advancement

A. Upon initial employment, the placement of a new hire on the salary schedule shall be in the exclusive discretion of the employer. Notice of hiring and initial pay rate will be provided to the BEU by October 15 and quarterly thereafter. The BEU President shall have access to personnel transaction forms for new hires in the unit. Such forms shall be stored in a separate binder in the School Department Human Resources Office.

B. The Assistant Superintendent for Human Resources will send an explanation to the BEU President why a newly-hired employee was placed above the minimum step or hired into a “hard-to-fill” position.

C. **Step Advancement**. An employee will be eligible for annual step advancement if s/he actually worked (including paid leave) one-half or more annual hours listed in Appendix A in the previous contract year. An employee who actually worked less than half the annual hours listed in Appendix A will not receive a step increase, but will receive a step increase the next year.

D. **Movement from the No Degree Lane to Bachelors Lane** 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.

E. Subject to the approval of the Superintendent, the BEU shall prepare a one page insert regarding the paraprofessionals unit for inclusion in the hiring packets distributed to new hires in the unit.

7.6 Non-Renewal and Layoff

A. Except as provided below in Subsection B, a paraprofessional shall be subject to annual non-renewal by written notice on or before June 15 if he/she is not to be employed for the following school year.

B. **Job Security**

i. A paraprofessional with five (5) years of service, including the two-year probationary period plus three years excluding unpaid leaves of absence, who is re-employed for the following work year will receive a two (2) year appointment effective July 1 and two (2) year appointments thereafter. At the end of the first whole year of a two-year appointment such paraprofessional will not be subject to non-renewal for the second work year of such two (2) year appointment but will be subject to layoff for such second work year with written notice on or before June 15.

ii. As of July 1, 2007, paragraph B.i. will be replaced with this paragraph. "A Paraprofessional with five (5) years of service is exempt from the requirement of 7.6.A above. Any such Paraprofessional who is subject to layoff shall be notified by June 15."

C. Employees who began work prior to June 23, 1998 will be given credit for their prior service time.

D. A paraprofessional shall not be subject to a reduction of hours after October 15 and shall not otherwise be laid off during any work year unless external, non-BPS funding for his/her position is withdrawn or discontinued.

E. **Layoff List**

i. Employees who are laid off and who wish to be considered for vacancies arising after their effective date of layoff will provide the Assistant Superintendent for Human Resources with a written statement (or via e-mail) of the types of paraprofessional positions for which they wish to be considered and a summary of their skills, experiences and educational attainments which indicate that they are qualified for such position(s). A paraprofessional must immediately notify the Human Resources Director of any change in address and phone number.

ii. Before a principal or building administrator fills a vacancy, he or she will ask the Human Resources Director to clear the layoff list. When the Human Resources Director determines that a laid off paraprofessional is qualified for a vacancy, the principal will be so notified and a paraprofessional will be granted an interview.

iii. If there are no qualified persons on the layoff list, the principal will be notified that the list has been cleared.

iv. In the case of Special Education vacancies, the Assistant Superintendent for Student Services will assist the Assistant Superintendent for Human Resources in clearing the layoff list.

v. A laid off employee will remain on the layoff list until the second September 1 next following the effective layoff date, unless sooner removed from the list upon two (2) refusals by the employee to be considered for a full-year vacancy or upon two (2) rejections by the employee of a full-year employment offer or upon any combination of two (2) such refusals and rejections. A "full-year" offer means more than 680 hours during the work year, prorated for their positions at time of layoff.

vi. Employees who work fewer than 12 hours per week shall not be eligible to participate in the layoff list.

7.7 Dismissal and Suspension

A. **Good Cause**. No paraprofessional who has completed the probationary period shall be dismissed or suspended during his or her work year without good cause. As of September 1, 2010, no paraprofessional with three (3) years of service shall be dismissed or suspended without good cause.

B. **Process for Correcting Performance Deficiency**

i. Whenever it is determined that a paraprofessional has a performance deficiency which, if not corrected or improved, could lead to dismissal during the work year, the responsible supervisor will take appropriate steps to notify the employee; where appropriate, to give positive suggestions for improvement and to give the employee a reasonable opportunity to correct such deficiency.

ii. The following remediation procedures are recommended as a guide to compliance with paragraph i. and, if substantially followed, shall constitute compliance by the responsible supervisor.

1. Meet with the aide/paraprofessional to inform the employee about what is wrong with his/her performance.

2. Put the employee on notice by saying, unless there is observable improvement within the next 30 work days, the employee will be terminated at the end of that time.

3. Follow this up in writing to the paraprofessional within 7 school days of the meeting.

4. Observe as needed and record observations. Meet with the paraprofessional approximately half way through the 30 working day period to inform the paraprofessional of his/her progress to date. Follow this up in writing to the same within 7 days of the meeting.

5. If, during this time, inappropriate behavior is observed warranting immediate termination, inform the employee that he/she will be terminated as of that day and concurrently inform the Assistant Superintendent for Human Resources.

6. If at the end of the 30 working day period the needed correction or improvement has not been observed, inform the employee that he/she is terminated as of that date and follow up that oral notice with a written termination letter in a form designated by the Assistant Superintendent for Human Resources.

7.8 Notice Of Vacancies

A. The Human Resources Office will post on the Human Resources Department bulletin board and send a concurrent e-mail notice to the BEU President notice of any vacancies in unit positions. This notice shall be sent within two days after the Human Resources Office becomes aware of the vacancy, but no later than one week prior to filling such vacancy. Failure to provide notice of any particular vacancy shall not be grievable or arbitrable provided such failure is not arbitrary or capricious.

B. Current employees who are interested in applying for different positions are encouraged to submit to the Human Resources Office a resume and cover letter, indicating specific areas of interest, for inclusion in the appropriate applicant file.

7.9 Non-Discrimination

Any appointment, promotion or transfer shall be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, age, marital status and handicap/disability.

7.10 Personnel Records

A. **Access**. Each paraprofessional 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.

B. **Derogatory Material**. Should any material which could negatively affect employment status be placed in a paraprofessional's personnel folder, then the paraprofessional involved shall be given the opportunity to review same prior to its placement in the personnel folder. The paraprofessional shall be given the opportunity to initial such material prior to its insertion. The paraprofessional's initials do not signify agreement with the contents but rather serve as evidence that the paraprofessional has seen the material in question. If the Administration is unable to secure the paraprofessional's initials, the document may be placed in the personnel folder with a notation that the paraprofessional was given the opportunity for prior review. Such notation shall be signed by the appropriate administrator. The paraprofessional 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 paraprofessional's personnel folder.

7.11 Mailboxes

The building administrator shall assign a mailbox for each paraprofessional assigned to his/her building. It is understood that such mailbox may be shared with other employees.

7.12 Packing

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

A. Each supervisor will jointly determine with each employee in his/her department an agreed upon number of hours for packing. In case of disagreement, the supervisor will make the determination. Once an agreement is established, the employee is free to perform the task at his/her reasonable schedule. These hours are for both packing and unpacking from a staff member’s move.

B. Reimbursement is only to pack boxes and throw old materials away. Employees will not be reimbursed to review items in detail. Employees are not expected to move boxes or furniture and should use reasonable caution in the packing process to avoid injury. Any individual with a pre-existing concern over potential injury should opt out of the packing process rather than risk injury.

C. Employees will be compensated for this work at their standard hourly rate, or the workshop rate (see the Unit A collective bargaining agreement, Appendix A.7) whichever is less. 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 in this way is expected to take place outside of normally assigned duties and release time.

E. No non-exempt hourly employee will be assigned this duty on a schedule which will cause their weekly hours to exceed 40 hours.

F. The Superintendent or his/her designee may choose to relieve employees of any duty (e.g. teaching, administrative) in order to do this work instead of paying the workshop rate.

G. Any employee may choose to not pack or unpack in which case the supervisor will arrange for the packing and moving of materials.

7.13 Effects of ESEA

The Superintendent or his/her designee agrees to make every attempt to transfer any paraprofessional who does not meet the educational requirements of the federal Elementary and Secondary Education Act.

7.14 Agency Service Fee

Effective with the first pay period of September 2010:

Any paraprofessional who has been employed by the BSC for two or more years shall be subject to an agency service fee unless said paraprofessional is or becomes a member of the BEU. Effective with the first pay period in September 2010, any paraprofessional shall be subject to an agency service fee unless said paraprofessional is or becomes a member of the BEU. The BEU agrees to set the amount of the agency service fee and to administer procedures relating to the fee in accordance with all applicable laws and regulations.

The BSC shall not be obligated to take any action in regard to the collection of delinquent fees or to take action in regard to the employment of such delinquent employees. Paraprofessionals (as described above) 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 parties agree to use the attached voluntary authorization form.)

7.15 Discipline with Discretion

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

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

7.16 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.

7.17 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.

7.18 Tuition Reimbursement for College Courses/Other Courses/Educational Training Programs

Effective September 1, 2007, the School Committee will establish a tuition reimbursement fund for paraprofessionals. Such fund shall be $5,100 per contract year. Effective September 1, 2010, such fund shall be $6,100 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. A paraprofessional applying for tuition reimbursement must have been employed by the Public Schools of Brookline as a paraprofessional for a minimum of one year prior to applying for tuition reimbursement.

B. There is a limit of $300 of reimbursement per contract year per paraprofessional up to the $5,100 fund maximum per contract year. Effective September 1, 2010, there is a limit of $360 of reimbursement per contract year per paraprofessional who has completed at least one year of service in the Public Schools of Brookline and less than 4 years of service and a limit of $600 of reimbursement per contract year per paraprofessional who has completed at least three full years of service in the Public Schools Brookline up to the $6,100 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. Paraprofessionals 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. Paraprofessionals may not obtain reimbursement for tuition, if there is a voucher available for the paraprofessional to use for the course.

F. The Paraprofessional must obtain a grade of “B” or better or a “Pass”, in a course which is only offered on a pass/fail basis, in the pre-approved course to be entitled to reimbursement, or, in the case of a certificate course, the paraprofessional must receive the certificate to be entitled to reimbursement.

Article 8: Grievance and Arbitration Procedure

8.1 Definition of Grievance.

A grievance is defined as any claim by the BEU or a paraprofessional that there has been a violation, misinterpretation or misapplication of the terms of this contract or a violation of any established practice.

8.2 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.

8.3 Level One.

A paraprofessional with a grievance shall present it within thirty (30) days after the occurrence giving rise to the grievance or after the paraprofessional, using due diligence, should have become aware of such occurrence, to his/her Principal, the Headmaster or his/her immediate supervisor, in writing on a standard form, either directly or through the BEU. If the occurrence which gives rise to the grievance was the result of a decision or an action of the Superintendent, the Level One grievance shall be presented to him.

8.4 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 and/or the BEU Grievance Committee may present the written grievance to the Superintendent within ten (10) days thereafter.

8.5 Level Three

A. If the grievance is not resolved to the satisfaction of the BEU within fifteen (15) days after submission to the Superintendent, 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.

B. No grievance originally presented at Level One during the term of this contract shall lapse by reason of the termination of this 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.

8.6 Excluded Matters

A. Decisions by the employer on the following matters are excluded from the grievance and arbitration procedure:

i. Educational policy, including program changes

ii. Non-renewal or non-reappointment

iii. Assignment, transfer or promotion

iv. Discharge or discipline of a paraprofessional during his or her probationary period

B. No arbitrator shall have any power to alter, add to or detract from the provisions of this Agreement.

8.7 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 equally by each party in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

C. All decisions at Level Two of the Grievance Procedure shall be in writing and shall be promptly presented to the Superintendent by the grievant or the BEU.

D. The parties agree to make reasonable attempts to resolve grievances informally before they are presented at Level One.

Article 9: No Strike

Neither the BEU nor any person covered by this Agreement shall engage in a strike, slowdown or withholding of services, nor induce, encourage or condone any such action.

Article 10: Sexual Harassment

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 the grievance and arbitration procedures of Article 8.

Article 11: 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.

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:

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FOR THE COMMITTEE:

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Appendix A: Classification and Compensation

A.1 General Provisions

A. When a Schedule 3 Special Education Aide position becomes vacant, it will be redesignated as a Schedule 2 Special Education Aide position.

B. The Superintendent or his/her designee may designate up to eight (8) Schedule 3 Aide FTEs (including redesignated positions under paragraph C, above) as "hard to fill" positions, to be paid at the rates set forth in salary schedules 3 or 5.

C. **Rate After Promotion.** Paraprofessionals who are promoted to another paraprofessional position will be placed on that salary schedule on the step with a salary that is higher than the salary he/she would have received without the promotion. An employee who in the work year during which the promotion took place actually worked in the aggregate (or was paid for) one-quarter (1/4) or more of the hours on both the new promotional position and the former position added together will advance to the next step at the beginning of September next following such promotion.

D. **Longevity.** An employee who has completed more than 9 years of continuous service in the Public Schools of Brookline shall have his or her annual salary increased by the amounts below. If any such employee is less than full-time in any such year, the salary shall be prorated accordingly

Effective Date	Amount
July 2006	$525.00
September 1, 2010	$541.00

A.2 Salary Scales

Salary Scales are on the next 14 pages as follows:

Salary Schedule	Positions Included	Page #
#1	*No longer used*	
#2	Aides and Tutors except as listed in other scheduled, Home/Community Liaison, Tappan Security Monitor	32
#3	High School Parent Liaison, Performing Arts Production Aide, ELL Aide (formerly ESL/Bilingual Aide), Counselor for Teen Advantage	34
#4	Security Aide, Graphics Arts Publishing Coordinator	36
#5	Athletic Aide, Attendance Officer, Building Aide, Science Resource Aide	37
#6	Early Childhood Extended Day Instructor, Handicap Coordinator	38
#7	Steps to Success Project Advisor	39
#8	Food Service Assistant	40
#9	Education Technology Support Specialist, Application Support Specialist, Steps to Success Assistant Project Director, Special Education Budget Analyst	41
#9A	Senior Application Support Specialist, Webmaster, Teen Advantage Coordinator	42
#10	Substitute Dispatcher	43
#11	METCO Bus Monitor	44
#12	Coordinator of Substitutes	45
#13	System-Wide Hearing Consultant	46
#14	Parent Outreach Coordinator, Mediation Coordinator, Assistant to the Athletic Director	47
#15	System Substitutes, System Nurse Substitutes	48

Salary Schedule #2

Aides and Tutors, except as listed in other schedules,
Home/Community Liaison, Tappan Security Monitor

	Effective September 1, 2009					Effective at 11:59 p.m. on August 31, 2010			
						($0.3643/hr increase)			
Step	No Degree		Bachelor's Degree			No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	13.7562	18,880	14.3574	19,706		14.1205	19,380	14.7217	20,206
2	14.5960	20,033	15.2437	20,922		14.9603	20,533	15.6080	21,422
3	15.4482	21,203	16.0852	22,077		15.8125	21,703	16.4495	22,577
4	16.2782	22,342	16.9035	23,200		16.6425	22,842	17.2678	23,700
5	17.0626	23,418	17.6995	24,293		17.4269	23,918	18.0638	24,793
6	17.4037	23,887	18.0630	24,791		17.7680	24,387	18.4273	25,291
7	17.6764	24,261	18.3357	25,166		18.0407	24,761	18.7000	25,666
	Effective February 1, 2011					Effective at 11:58 p.m. on August 31, 2011			
	(0.5% annual increase)					(0.5% annual increase)			
Step	No Degree		Bachelor's Degree			No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	14.1911	19,477	14.7953	20,307		14.2621	19,575	14.8693	20,408
2	15.0351	20,636	15.6860	21,529		15.1103	20,739	15.7645	21,637
3	15.8916	21,811	16.5317	22,690		15.9710	21,920	16.6144	22,803
4	16.7257	22,956	17.3541	23,819		16.8093	23,071	17.4409	23,938
5	17.5140	24,038	18.1541	24,917		17.6016	24,158	18.2449	25,041
6	17.8568	24,509	18.5194	25,418		17.9461	24,631	18.6120	25,545
7	18.1309	24,885	18.7935	25,794		18.2216	25,009	18.8875	25,923
	Effective at 11:59 p.m. on August 31, 2011								
	(max step: $0.3643/hr increase; others: $0.25/hr increase)								
Step	No Degree		Bachelor's Degree						
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate					
1	14.5121	19,918	15.1193	20,751					
2	15.3603	21,082	16.0145	21,980					
3	16.2210	22,263	16.8644	23,146					
4	17.0593	23,414	17.6909	24,281					
5	17.8516	24,501	18.4949	25,384					
6	18.1961	24,974	18.8620	25,888					
7	18.5859	25,509	19.2518	26,423					

Annual Salary based 7.5 hours per day, 183 days per year

Note: Like all employees, the annual salary is prorated for an aide working less than the hours listed (e.g. an aide working 6 hours per day received 80% of the annual salary listed)

* Step 6 is closed to any employee who began work after June 23, 1998. Effective September 1, 2007, Step 6 will be open to all employees in Salary Schedule #2.

** Home/Community Liaison may go up to step 3.

Superintendent or his designee maintains the right to designate up to eight (8) Category 2 Aides FTE's as "hard to fill" positions, to be paid at the rates set forth in salary schedules 2, 3 or 5. The position will be returned to the Category 2 Aide salary schedule when the incumbent leaves.

Salary Schedule #3

High School Parent Liaison, Attendance Officer, Performing Arts Production Aide, ELL Aide (formerly ESL/Bilingual Aide), Counselor for Teen Advantage

	Effective September 1, 2009					Effective at 11:59 p.m. on August 31, 2010			
						($0.3643/hr increase)			
Step	No Degree		Bachelor's Degree			No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	14.8611	20,397	15.5966	21,406		15.2254	20,897	15.9609	21,906
2	15.8556	21,762	16.5984	22,781		16.2199	22,262	16.9627	23,281
3	16.8285	23,097	17.6038	24,161		17.1928	23,597	17.9681	24,661
4	17.8330	24,476	18.5768	25,497		18.1973	24,976	18.9411	25,997
5	18.8276	25,841	19.5787	26,872		19.1919	26,341	19.9430	27,372
6	19.1994	26,351	19.9703	27,409		19.5637	26,851	20.3346	27,909
7	19.4721	26,725	20.2457	27,787		19.8364	27,225	20.6100	28,287
	Effective February 1, 2011					Effective at 11:58 p.m. on August 31, 2011			
	(0.5% annual increase)					(0.5% annual increase)			
Step	No Degree		Bachelor's Degree			No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	15.3015	21,001	16.0407	22,016		15.3780	21,106	16.1209	22,126
2	16.3010	22,373	17.0475	23,398		16.3825	22,485	17.1328	23,515
3	17.2788	23,715	18.0579	24,785		17.3652	23,834	18.1482	24,908
4	18.2883	25,101	19.0358	26,127		18.3797	25,226	19.1310	26,257
5	19.2879	26,473	20.0427	27,509		19.3843	26,605	20.1429	27,646
6	19.6615	26,985	20.4363	28,049		19.7598	27,120	20.5385	28,189
7	19.9356	27,362	20.7130	28,429		20.0353	27,498	20.8166	28,571
	Effective at 11:59 p.m. on August 31, 2011								
	(max step: $0.3643/hr increase; others: $0.25/hr increase)								
Step	No Degree		Bachelor's Degree						
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate					
1	15.6280	21,449	16.3709	22,469					
2	16.6325	22,828	17.3828	23,858					
3	17.6152	24,177	18.3982	25,252					
4	18.6297	25,569	19.3810	26,600					
5	19.6343	26,948	20.3929	27,989					
6	20.0098	27,463	20.7885	28,532					
7	20.3996	27,998	21.1809	29,071					

Annual Salary based 7.5 hours per day, 183 days per year

* Step 6 is closed to any employee who began work after June 23, 1998. Effective September 1, 2007, Step 6 will be open to all employees in Salary Schedule #3.

Special Education Aide positions will be placed in Category 2 or designated as one of the eight "hard to fill" by the Assistant Superintendent for Student Services when the incumbent leaves.

Salary Schedule #4

Security Aide, Graphic Arts Publishing Coordinator

	Effective September 1, 2009			Effective at 11:59 p.m. on August 31, 2010	
				($0.3643/hr increase)	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	22.9692	31,525		23.3335	32,025
2	23.9087	32,815		24.2730	33,315
3	24.9142	34,195		25.2785	34,695
4	25.9524	35,620		26.3167	36,120
5	26.9794	37,029		27.3437	37,529
6	28.0502	38,499		28.4145	38,999
7	29.1923	40,066		29.5566	40,566
8	29.4650	40,441		29.8293	40,941
	Effective February 1, 2011			**Effective at 11:58 p.m. on August 31, 2011**	
	(0.5% annual increase)			**(0.5% annual increase)**	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	23.4502	32,185		23.5674	32,346
2	24.3944	33,481		24.5163	33,649
3	25.4049	34,868		25.5319	35,043
4	26.4483	36,300		26.5805	36,482
5	27.4804	37,717		27.6178	37,905
6	28.5566	39,194		28.6994	39,390
7	29.7044	40,769		29.8529	40,973
8	29.9784	41,145		30.1283	41,351
	Effective at 11:59 p.m. on August 31, 2011				
	(max step: $0.3643/hr increase; others: $0.25/hr increase)				
Step	**Hourly Rate**	**Annual Rate**			
1	23.8174	32,689			
2	24.7663	33,992			
3	25.7819	35,386			
4	26.8305	36,825			
5	27.8678	38,249			
6	28.9494	39,733			
7	30.1029	41,316			
8	30.4926	41,851			

Annual Salary based 7.5 hours per day, 183 days per year

Salary Schedule #5
Athletic Aide, Building Aide, Science Resource Aide

	Effective September 1, 2009					Effective at 11:59 p.m. on August 31, 2010			
						($0.3643/hr increase)			
Step	No Degree		Bachelor's Degree			No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	16.0848	22,680	16.8172	23,712		16.4491	23,193	17.1815	24,226
2	17.0683	24,066	17.8224	25,130		17.4326	24,580	18.1867	25,643
3	18.0516	25,453	18.8251	26,543		18.4159	25,966	19.1894	27,057
4	19.0568	26,870	19.7892	27,903		19.4211	27,384	20.1535	28,416
5	20.0519	28,273	20.7944	29,320		20.4162	28,787	21.1587	29,834
6	21.3516	30,106	22.1057	31,169		21.7159	30,619	22.4700	31,683
7	22.6668	31,960	23.4060	33,002		23.0311	32,474	23.7703	33,516
8	22.9395	32,345	23.6787	33,387		23.3038	32,858	24.0430	33,901
	Effective February 1, 2011					Effective at 11:58 p.m. on August 31, 2011			
	(0.5% annual increase)					(0.5% annual increase)			
Step	No Degree		Bachelor's Degree			No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate		Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	16.5313	23,309	17.2674	24,347		16.6140	23,426	17.3537	24,469
2	17.5198	24,703	18.2776	25,771		17.6074	24,826	18.3690	25,900
3	18.5080	26,096	19.2853	27,192		18.6005	26,227	19.3818	27,328
4	19.5182	27,521	20.2543	28,559		19.6158	27,658	20.3555	28,701
5	20.5183	28,931	21.2645	29,983		20.6209	29,075	21.3708	30,133
6	21.8245	30,773	22.5824	31,841		21.9336	30,926	22.6953	32,000
7	23.1463	32,636	23.8892	33,684		23.2620	32,799	24.0086	33,852
8	23.4203	33,023	24.1632	34,070		23.5374	33,188	24.2840	34,240
	Effective at 11:59 p.m. on August 31, 2011								
	(max step: $0.3643/hr increase; others: $0.25/hr increase)								
Step	No Degree		Bachelor's Degree						
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate					
1	16.8640	23,778	17.6037	24,821					
2	17.8574	25,179	18.6190	26,253					
3	18.8505	26,579	19.6318	27,681					
4	19.8658	28,011	20.6055	29,054					
5	20.8709	29,428	21.6208	30,485					
6	22.1836	31,279	22.9453	32,353					
7	23.5120	33,152	24.2586	34,205					
8	23.9017	33,701	24.6483	34,754					

Annual Salary based 7.5 hours per day, 188 days per year

Salary Schedule #6

Early Childhood Extended Day Instructor, Handicap Coordinator

	Effective September 1, 2009			Effective at 11:59 p.m. on August 31, 2010	
				($0.3643/hr increase)	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	22.2805	30,580		22.6448	31,080
2	23.6681	32,484		24.0324	32,984
3	25.0671	34,405		25.4314	34,905
4	26.4640	36,322		26.8283	36,822
5	26.7367	36,696		27.1010	37,196
	Effective February 1, 2011			**Effective at 11:58 p.m. on August 31, 2011**	
	(0.5% annual increase)			**(0.5% annual increase)**	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	22.7580	31,235		22.8718	31,392
2	24.1526	33,149		24.2733	33,315
3	25.5586	35,079		25.6863	35,255
4	26.9624	37,006		27.0973	37,191
5	27.2365	37,382		27.3727	37,569
	Effective at 11:59 p.m. on August 31, 2011				
	(max step: $0.3643/hr increase; others: $0.25/hr increase)				
Step	**Hourly Rate**	**Annual Rate**			
1	23.1218	31,735			
2	24.5233	33,658			
3	25.9363	35,598			
4	27.3473	37,534			
5	27.7370	38,069			

Annual Salary based 7.5 hours per day, 183 days per year

Salary Schedule #7

Steps to Success Program Advisor

	Effective September 1, 2009			Effective at 11:59 p.m. on August 31, 2010	
				($0.3643/hr increase)	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	17.6635	34,444		18.0278	35,154
2	18.2882	35,662		18.6525	36,372
3	18.8369	36,732		19.2012	37,442
4	19.4084	37,846		19.7727	38,557
5	19.9914	38,983		20.3557	39,694
6	20.5857	40,142		20.9500	40,853
7	20.8584	40,674		21.2227	41,384
	Effective February 1, 2011			**Effective at 11:58 p.m. on August 31, 2011**	
	(0.5% annual increase)			**(0.5% annual increase)**	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	18.1179	35,330		18.2085	35,507
2	18.7458	36,554		18.8395	36,737
3	19.2972	37,630		19.3937	37,818
4	19.8716	38,750		19.9709	38,943
5	20.4575	39,892		20.5598	40,092
6	21.0548	41,057		21.1600	41,262
7	21.3288	41,591		21.4355	41,799
	Effective at 11:59 p.m. on August 31, 2011				
	(max step: $0.3643/hr increase; others: $0.25/hr increase)				
Step	**Hourly Rate**	**Annual Rate**			
1	18.4585	35,994			
2	19.0895	37,225			
3	19.6437	38,305			
4	20.2209	39,431			
5	20.8098	40,579			
6	21.4100	41,750			
7	21.7998	42,510			

Annual Salary based 7.5 hours per day, 260 days per year

Salary Schedule #8

Food Service Assistant

	Effective September 1, 2009			Effective at 11:59 p.m. on August 31, 2010	
				($0.3643/hr increase)	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	23.7670	32,620		24.1313	33,120
2	25.3384	34,777		25.7027	35,277
3	26.9142	36,940		27.2785	37,440
4	28.4985	39,114		28.8628	39,614
5	30.0940	41,304		30.4583	41,804
6	31.6672	43,463		32.0315	43,963
7	33.2626	45,653		33.6269	46,153
8	34.2571	47,018		34.6214	47,518
9	34.5298	47,392		34.8941	47,892
	Effective February 1, 2011			**Effective at 11:58 p.m. on August 31, 2011**	
	(0.5% annual increase)			**(0.5% annual increase)**	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	24.2520	33,286		24.3732	33,452
2	25.8312	35,453		25.9604	35,631
3	27.4149	37,627		27.5520	37,815
4	29.0071	39,812		29.1521	40,011
5	30.6106	42,013		30.7636	42,223
6	32.1917	44,183		32.3526	44,404
7	33.7950	46,384		33.9640	46,616
8	34.7945	47,755		34.9685	47,994
9	35.0686	48,132		35.2439	48,372
	Effective at 11:59 p.m. on August 31, 2011				
	(max step: $0.3643/hr increase; others: $0.25/hr increase)				
Step	**Hourly Rate**	**Annual Rate**			
1	24.6232	33,795			
2	26.2104	35,974			
3	27.8020	38,158			
4	29.4021	40,354			
5	31.0136	42,566			
6	32.6026	44,747			
7	34.2140	46,959			
8	35.2185	48,337			
9	35.6082	48,872			

Annual Salary based 7.5 hours per day, 183 days per year

Salary Schedule #9

Educational Technology Support Specialist, Application Support Specialist, Steps to Success Assistant Project Director, Special Education Budget Analyst

	Effective September 1, 2009			Effective at 11:59 p.m. on August 31, 2010	
				($0.3643/hr increase)	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	21.1989	41,338		21.5632	42,048
2	22.3903	43,661		22.7546	44,371
3	23.5810	45,983		23.9453	46,693
4	24.7753	48,312		25.1396	49,022
5	25.9611	50,624		26.3254	51,335
6	27.1469	52,936		27.5112	53,647
7	27.4197	53,468		27.7840	54,179
	Effective February 1, 2011			**Effective at 11:58 p.m. on August 31, 2011**	
	(0.5% annual increase)			**(0.5% annual increase)**	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	21.6710	42,258		21.7794	42,470
2	22.8684	44,593		22.9827	44,816
3	24.0650	46,927		24.1854	47,161
4	25.2653	49,267		25.3916	49,514
5	26.4570	51,591		26.5893	51,849
6	27.6488	53,915		27.7870	54,185
7	27.9229	54,450		28.0625	54,722
	Effective at 11:59 p.m. on August 31, 2011				
	(max step: $0.3643/hr increase; others: $0.25/hr increase)				
Step	**Hourly Rate**	**Annual Rate**			
1	22.0294	42,957			
2	23.2327	45,304			
3	24.4354	47,649			
4	25.6416	50,001			
5	26.8393	52,337			
6	28.0370	54,672			
7	28.4268	55,432			

Annual Salary based 7.5 hours per day, 260 days per year

Salary Schedule #9A

Senior Application Support Specialist, Webmaster, Teen Advantage Coordinator

	Effective September 1, 2009			Effective at 11:59 p.m. on August 31, 2010	
				($0.3643/hr increase)	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	25.6499	50,017		26.0142	50,728
2	26.9291	52,512		27.2934	53,222
3	28.2792	55,144		28.6435	55,855
4	29.6930	57,901		30.0573	58,612
5	31.1775	60,796		31.5418	61,507
6	32.7365	63,836		33.1008	64,547
7	33.0092	64,368		33.3735	65,078
	Effective February 1, 2011			**Effective at 11:58 p.m. on August 31, 2011**	
	(0.5% annual increase)			**(0.5% annual increase)**	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	26.1443	50,981		26.2750	51,236
2	27.4299	53,488		27.5670	53,756
3	28.7867	56,134		28.9307	56,415
4	30.2076	58,905		30.3586	59,199
5	31.6995	61,814		31.8580	62,123
6	33.2663	64,869		33.4326	65,194
7	33.5404	65,404		33.7081	65,731
	Effective at 11:59 p.m. on August 31, 2011				
	(max step: $0.3643/hr increase; others: $0.25/hr increase)				
Step	**Hourly Rate**	**Annual Rate**			
1	26.5250	51,724			
2	27.8170	54,243			
3	29.1807	56,902			
4	30.6086	59,687			
5	32.1080	62,611			
6	33.6826	65,681			
7	34.0724	66,441			

Annual salary based on 7.5 hours per day, 260 days per year

Salary Schedule #10

Substitute Dispatcher

	Effective September 1, 2009			Effective at 11:59 p.m. on August 31, 2010	
				($0.3643/hr increase)	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	12.2497	16,813		12.6140	17,313
2	12.8611	17,652		13.2254	18,152
3	13.5060	18,537		13.8703	19,037
4	14.1754	19,456		14.5397	19,956
5	14.4482	19,830		14.8125	20,330
	Effective February 1, 2011			**Effective at 11:58 p.m. on August 31, 2011**	
	(0.5% annual increase)			**(0.5% annual increase)**	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	12.6771	17,399		12.7405	17,486
2	13.2915	18,243		13.3580	18,334
3	13.9397	19,132		14.0093	19,228
4	14.6124	20,056		14.6855	20,156
5	14.8866	20,432		14.9610	20,534
	Effective at 11:59 p.m. on August 31, 2011				
	(max step: $0.3643/hr increase; others: $0.25/hr increase)				
Step	**Hourly Rate**	**Annual Rate**			
1	12.9905	17,829			
2	13.6080	18,677			
3	14.2593	19,571			
4	14.9355	20,499			
5	15.3253	21,034			

Annual Salary based 7.5 hours per day, 183 days per year

Salary Schedule #11

METCO Bus Monitor

	Effective September 1, 2009			Effective at 11:59 p.m. on August 31, 2010	
				($0.3643/hr increase)	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	12.2505	16,630		12.6148	17,125
2	12.8616	17,460		13.2259	17,954
3	13.5063	18,335		13.8706	18,829
4	14.1754	19,243		14.5397	19,738
5	14.4482	19,613		14.8125	20,108
	Effective February 1, 2011			**Effective at 11:58 p.m. on August 31, 2011**	
	(0.5% annual increase)			**(0.5% annual increase)**	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	12.6779	17,210		12.7413	17,296
2	13.2920	18,044		13.3585	18,134
3	13.9400	18,923		14.0097	19,018
4	14.6124	19,836		14.6855	19,936
5	14.8866	20,209		14.9610	20,310
	Effective at 11:59 p.m. on August 31, 2011				
	(max step: $0.3643/hr increase; others: $0.25/hr increase)				
Step	**Hourly Rate**	**Annual Rate**			
1	12.9913	17,636			
2	13.6085	18,474			
3	14.2597	19,358			
4	14.9355	20,275			
5	15.3253	20,804			

Annual Salary based 7.5 hours per day, 181 days per year

Salary Schedule #12

Coordinator of Substitutes

	Effective September 1, 2009			Effective at 11:59 p.m. on August 31, 2010	
				($0.3643/hr increase)	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	31.4156	43,118		31.7799	43,618
2	32.6505	44,813		33.0148	45,313
3	33.8854	46,508		34.2497	47,008
4	35.5697	48,819		35.9340	49,319
5	35.8424	49,194		36.2067	49,694
	Effective February 1, 2011			**Effective at 11:58 p.m. on August 31, 2011**	
	(0.5% annual increase)			**(0.5% annual increase)**	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	31.9388	43,836		32.0985	44,055
2	33.1799	45,539		33.3458	45,767
3	34.4209	47,243		34.5931	47,479
4	36.1137	49,566		36.2942	49,814
5	36.3877	49,942		36.5697	50,192
	Effective at 11:59 p.m. on August 31, 2011				
	(max step: $0.3643/hr increase; others: $0.25/hr increase)				
Step	**Hourly Rate**	**Annual Rate**			
1	32.3485	44,398			
2	33.5958	46,110			
3	34.8431	47,822			
4	36.5442	50,157			
5	36.9340	50,692			

Annual Salary based 7.5 hours per day, 183 days per year

Salary Schedule #13

System-Wide Hearing Consultant

	Effective September 1, 2009			Effective at 11:59 p.m. on August 31, 2010	
				($0.3643/hr increase)	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	37.5897	51,592		37.9540	52,092
2	38.9887	53,512		39.3530	54,012
3	40.3876	55,432		40.7519	55,932
4	41.7650	57,322		42.1293	57,822
5	42.0377	57,697		42.4020	58,197
	Effective February 1, 2011			**Effective at 11:58 p.m. on August 31, 2011**	
	(0.5% annual increase)			**(0.5% annual increase)**	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	38.1438	52,352		38.3345	52,614
2	39.5498	54,282		39.7475	54,553
3	40.9557	56,212		41.1604	56,493
4	42.3399	58,112		42.5516	58,402
5	42.6140	58,488		42.8271	58,780
	Effective at 11:59 p.m. on August 31, 2011				
	(max step: $0.3643/hr increase; others: $0.25/hr increase)				
Step	**Hourly Rate**	**Annual Rate**			
1	38.5845	52,957			
2	39.9975	54,897			
3	41.4104	56,836			
4	42.8016	58,745			
5	43.1914	59,280			

Annual Salary based 7.5 hours per day, 183 days per year

Salary Schedule #14

Parent Outreach Coordinator, Mediation Coordinator, Assistant to the Athletic Director

	Effective September 1, 2009			Effective at 11:59 p.m. on August 31, 2010	
				($0.3643/hr increase)	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	25.5261	37,332		25.8904	37,865
2	26.9359	39,394		27.3002	39,927
3	28.3749	41,498		28.7392	42,031
4	32.1154	46,969		32.4797	47,502
5	33.3720	48,807		33.7363	49,339
6	33.6447	49,205		34.0090	49,738
	Effective February 1, 2011			**Effective at 11:58 p.m. on August 31, 2011**	
	(0.5% annual increase)			**(0.5% annual increase)**	
Step	**Hourly Rate**	**Annual Rate**		**Hourly Rate**	**Annual Rate**
1	26.0199	38,054		26.1500	38,244
2	27.4367	40,126		27.5739	40,327
3	28.8829	42,241		29.0273	42,452
4	32.6421	47,739		32.8053	47,978
5	33.9050	49,586		34.0745	49,834
6	34.1790	49,987		34.3499	50,237
	Effective at 11:59 p.m. on August 31, 2011				
	(max step: $0.3643/hr increase; others: $0.25/hr increase)				
Step	**Hourly Rate**	**Annual Rate**			
1	26.4000	38,610			
2	27.8239	40,692			
3	29.2773	42,818			
4	33.0553	48,343			
5	34.3245	50,200			
6	34.7142	50,770			

Annual Salary based 7.5 hours per day, 195 days per year

Salary Schedule #15
System Substitute, System Nurse Substitute

Effective August 31, 2010 @ 11:59 p.m.
(.3643/hr. increase)

Step	System Substitute Daily Rate	System Nurse Substitute Daily Rate
1	103.7175	171.8621
2	105.3576	173.6444

Effective February 1, 2011
(.5% increase)

Step	System Substitute Daily Rate	System Nurse Substitute Daily Rate
1	104.23.61	172.7214
2	105.8844	174.5126

Effective August 31, 2011
(.5% increase @ 11:58 p.m., + .25/step 1,
.3643/step 2 @ 11:59 p.m.)

Step	System Substitute Daily Rate	System Nurse Substitute Daily Rate
1	106.3398	175.2925
2	108.7198	177..8733

The work day for System Substitutes is 6.333 hours and for System Nurse Substitutes is 6.833 hours.

An assignment for the same teacher that lasts 20 or more consecutive days will be paid at the system's long term substitute rate retroactive to the first day of the assignment.

System Substitutes and System Nurse Substitutes will receive the same rate increases provided to daily substitutes in FY '09/’10 and FY ’10/’11 if these rates are higher than the negotiated rate.

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