

Contract
between the
**Brookline School
Committee**
and the
Brookline Educators Union

2011-2014

PARAPROFESSIONAL UNIT

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CONTRACT

This contract, dated as of September 1, 2011, 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 September 1, 2011, 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 August 31, 2014.
- 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.

Effective September 2012, employees will be provided with a written or email statement prior to the first day of school with the following information: assigned grade level(s), subject(s) or other assignment for the start of the school year, assigned school(s), salary schedule placement (step and lane), salary, and extra compensation where applicable and known.

- B. The regular work week for a full-time paraprofessional shall be five days, a minimum of 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.
- 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. 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 for 12-Month Paraprofessionals covered by Salary Schedule #7, #9, #9A and #17:

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	

- C. Holidays for Paraprofessionals Covered by Salary Schedules #2, #3, #4, #5, #6, #8, #10, #11, #12, #13, and #14 of Appendix A.2 who have worked for the Public School of Brookline in the BEU-paraprofessional unit for at least one full work year (effective September 1, 2012).

Paraprofessionals Covered by Salary Schedules #2, #3, #4, #5, #6, #8, #10, #11, #12, #13, and #14 of Appendix A.2 who have worked for the Public School of Brookline in the BEU-paraprofessional unit for at least one full work year shall receive commencing in their second year of employment, the following six (6) paid holidays at straight time pay for the number of hours such paraprofessional is regularly scheduled to work:

Columbus Day	Martin Luther King Jr. Day
Veterans' Day	Presidents' Day
Thanksgiving Day	Memorial 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. 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 4 of the 10 days described above (for twelve-month employees: 5 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 Assistant Superintendent for Human Resources by October 15th. Such employee’s “opt-out” of the Bank shall continue from year to year unless s/he provides written notice (or via e-mail) to join the Bank to the Assistant Superintendent for Human Resources by October 15th of a subsequent year. 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 Assistant Superintendent for Human Resources 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. Any employee may be required to meet with his/her supervisor(s) regarding a pattern of use of administrative leave days and/or potential misuse of administrative leave days. The supervisor will address any determination of misuse through appropriate discipline.
- 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 1, 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 Assistant Superintendent 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 18.75 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 18.75 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

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.); 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.

Notwithstanding this language, any employee holding a full-year position, shall continue to receive weekly paychecks throughout the year in accordance with established practices.

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 provided that the employee has notified the Superintendent in writing (or via email) by January 15th of the preceding school year of the expected change and date thereof; otherwise such change shall be made at the commencement of the next school year
- 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

As of July 1, 2007, 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 Assistant Superintendent for Human Resources of any change in address and phone number.

- ii. Before a principal or building administrator fills a vacancy, he or she will ask the Assistant Superintendent for Human Resources to clear the layoff list. When the Assistant Superintendent for Human Resources 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. 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. 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.

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

<u>Effective Date</u>	<u>Amount</u>
September 1, 2010	\$541.00
September 1, 2012	\$546.41
September 1, 2013	\$557.34

A.2 Salary Scales

Salary Schedule	Positions Included	Page #
#1	<i>No longer used</i>	
#2	Aides and Tutors except as listed in other scheduled, Home/Community Liaison, Tappan Security Monitor	31
#3	High School Parent Liaison, Performing Arts Production Aide, ELL Aide (formerly ESL/Bilingual Aide), Counselor for Teen Advantage	33
#4	Security Aide, Graphics Arts Publishing Coordinator	35
#5	Athletic Aide, Attendance Officer, Building Aide, Science Resource Aide	37
#6	Early Childhood Extended Day Instructor, Handicap Coordinator	39
#7	Steps to Success Project Advisor moved to Schedule #9)	41
#8	Food Service Assistant	43
#9	Education Technology Support Specialist, Application Support Specialist, Steps to Success Project Advisor, Special Education Budget Analyst	45
#9A	Senior Application Support Specialist, Webmaster, Teen Advantage Coordinator	47
#10	Substitute Dispatcher	49
#11	METCO Bus Monitor	51
#12	Coordinator of Substitutes	53
#13	System-Wide Hearing Consultant	55
#14	Parent Outreach Coordinator, Mediation Coordinator, Assistant to the Athletic Director	57
#15	<i>No longer used</i>	
#17	Steps to Success Assistant Project Director	59

Salary Schedule #2

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

Effective at 11:59 PM 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	0.844 Annual	Hourly Rate	Annual Rate	0.844 Annual
1	14.5121	19,918	16,811	15.1193	20,751	17,514
2	15.3603	21,082	17,793	16.0145	21,980	18,551
3	16.221	22,263	18,790	16.8644	23,146	19,535
4	17.0593	23,414	19,761	17.6909	24,281	20,493
5	17.8516	24,501	20,679	18.4949	25,384	21,424
6	18.1961	24,974	21,078	18.862	25,888	21,849
7	18.5859	25,509	21,530	19.2518	26,423	22,301

Effective September 1, 2012

(1.0% increase)

Step	No Degree			Bachelor's Degree		
	Hourly Rate	Annual Rate	0.844 Annual	Hourly Rate	Annual Rate	0.844 Annual
1	14.6572	20,117	16,979	15.2705	20,959	17,689
2	15.5139	21,293	17,971	16.1746	22,200	18,737
3	16.3832	22,486	18,978	17.033	23,378	19,731
4	17.2299	23,648	19,959	17.8678	24,524	20,698
5	18.0301	24,746	20,886	18.6798	25,638	21,638
6	18.3781	25,224	21,289	19.0506	26,147	22,068
7	18.7718	25,764	21,745	19.4443	26,687	22,524

Effective September 1, 2012

(1.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	No Degree			Bachelor's Degree		
	Hourly Rate	Annual Rate	0.844 Annual	Hourly Rate	Annual Rate	0.844 Annual
1	14.6572	20,777	17,536	15.2705	21,646	18,269
2	15.5139	21,991	18,560	16.1746	22,927	19,350
3	16.3832	23,223	19,600	17.033	24,144	20,378
4	17.2299	24,423	20,613	17.8678	25,328	21,377
5	18.0301	25,558	21,571	18.6798	26,479	22,348
6	18.3781	26,051	21,987	19.0506	27,004	22,791
7	18.7718	26,609	22,458	19.4443	27,562	23,262

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

Salary Schedule #2

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

Effective at 12:01 AM on September 1, 2013
(2.0% increase)

Step	No Degree			Bachelor's Degree		
	Hourly Rate	Annual Rate	0.844 Annual	Hourly Rate	Annual Rate	0.844 Annual
1	14.9503	20,519	17,318	15.5759	21,378	18,043
2	15.8242	21,719	18,331	16.4981	22,644	19,112
3	16.7109	22,936	19,358	17.3737	23,845	20,125
4	17.5745	24,121	20,358	18.2252	25,014	21,112
5	18.3907	25,241	21,303	19.0534	26,151	22,071
6	18.7457	25,728	21,714	19.4316	26,670	22,509
7	19.1472	26,280	22,180	19.8332	27,221	22,975

Effective at 12:01 AM on September 1, 2013
(2.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	No Degree			Bachelor's Degree		
	Hourly Rate	Annual Rate	0.844 Annual	Hourly Rate	Annual Rate	0.844 Annual
1	14.9503	21,192	17,886	15.5759	22,079	18,635
2	15.8242	22,431	18,932	16.4981	23,386	19,738
3	16.7109	23,688	19,993	17.3737	24,627	20,785
4	17.5745	24,912	21,026	18.2252	25,834	21,804
5	18.3907	26,069	22,002	19.0534	27,008	22,795
6	18.7457	26,572	22,427	19.4316	27,544	23,247
7	19.1472	27,141	22,907	19.8332	28,114	23,728

Effective at 12:05 AM on September 1, 2013
(include new top step)

Step	No Degree			Bachelor's Degree		
	Hourly Rate	Annual Rate	0.844 Annual	Hourly Rate	Annual Rate	0.844 Annual
1	14.9503	20,519	17,318	15.5759	21,378	18,043
2	15.8242	21,719	18,331	16.4981	22,644	19,112
3	16.7109	22,936	19,358	17.3737	23,845	20,125
4	17.5745	24,121	20,358	18.2252	25,014	21,112
5	18.3907	25,241	21,303	19.0534	26,151	22,071
6	18.7457	25,728	21,714	19.4316	26,670	22,509
7	19.1472	26,280	22,180	19.8332	27,221	22,975
8	19.5487	26,831	22,645	20.2348	27,772	23,440

Effective at 12:05 AM on September 1, 2013
(include new top step)

Employees with **one year** experience and 6 holidays per year

Step	No Degree			Bachelor's Degree		
	Hourly Rate	Annual Rate	0.844 Annual	Hourly Rate	Annual Rate	0.844 Annual
1	14.9503	21,192	17,886	15.5759	22,079	18,635
2	15.8242	22,431	18,932	16.4981	23,386	19,738
3	16.7109	23,688	19,993	17.3737	24,627	20,785
4	17.5745	24,912	21,026	18.2252	25,834	21,804
5	18.3907	26,069	22,002	19.0534	27,008	22,795
6	18.7457	26,572	22,427	19.4316	27,544	23,247
7	19.1472	27,141	22,907	19.8332	28,114	23,728
8	19.5487	27,710	23,387	20.2348	28,683	24,208

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 at 11:59 PM 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	15.628	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	19.381	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

Effective September 1, 2012

(1.0% increase)

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	15.7843	21,664	16.5346	22,694
2	16.7988	23,056	17.5566	24,096
3	17.7914	24,419	18.5822	25,504
4	18.816	25,825	19.5748	26,866
5	19.8306	27,217	20.5968	28,269
6	20.2099	27,738	20.9964	28,818
7	20.6036	28,278	21.3927	29,361

Effective September 1, 2012

(1.0% increase)

Employees with one year experience and 6 holidays per year

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	15.7843	22,374	16.5346	23,438
2	16.7988	23,812	17.5566	24,886
3	17.7914	25,219	18.5822	26,340
4	18.816	26,672	19.5748	27,747
5	19.8306	28,110	20.5968	29,196
6	20.2099	28,648	20.9964	29,762
7	20.6036	29,206	21.3927	30,324

Effective at 12:01 AM on September 1, 2013

(2.0% increase)

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	16.1	22,097	16.8653	23,148
2	17.1348	23,518	17.9077	24,578
3	18.1472	24,907	18.9538	26,014
4	19.1923	26,341	19.9663	27,404
5	20.2272	27,762	21.0087	28,834
6	20.6141	28,293	21.4163	29,394
7	21.0157	28,844	21.8206	29,949

Effective at 12:01 AM on September 1, 2013

(2.0% increase)

Employees with one year experience and 6 holidays per year

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	16.1	22,822	16.8653	23,907
2	17.1348	24,289	17.9077	25,384
3	18.1472	25,724	18.9538	26,867
4	19.1923	27,205	19.9663	28,302
5	20.2272	28,672	21.0087	29,780
6	20.6141	29,220	21.4163	30,358
7	21.0157	29,790	21.8206	30,931

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

Salary Schedule #3

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

Effective at 12:05 AM on September 1, 2013
(include new top step)

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	16.1	22,097	16.8653	23,148
2	17.1348	23,518	17.9077	24,578
3	18.1472	24,907	18.9538	26,014
4	19.1923	26,341	19.9663	27,404
5	20.2272	27,762	21.0087	28,834
6	20.6141	28,293	21.4163	29,394
7	21.0157	28,844	21.8206	29,949
8	21.4173	29,395	22.2249	30,504

Effective at 12:05 AM on September 1, 2013
(include new top step)

Employees with one year experience and 6 holidays per year

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	16.1	22,822	16.8653	23,907
2	17.1348	24,289	17.9077	25,384
3	18.1472	25,724	18.9538	26,867
4	19.1923	27,205	19.9663	28,302
5	20.2272	28,672	21.0087	29,780
6	20.6141	29,220	21.4163	30,358
7	21.0157	29,790	21.8206	30,931
8	21.4173	30,359	22.2249	31,504

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 11:59 PM 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

Effective September 1, 2012

(1.0% increase)

Step	Hourly Rate	Annual Rate
1	24.0556	33,016
2	25.014	34,332
3	26.0397	35,739
4	27.0988	37,193
5	28.1465	38,631
6	29.2389	40,130
7	30.4039	41,729
8	30.7975	42,270

Effective September 1, 2012

(1.0% increase)

Employees with one year experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	24.0556	34,099
2	25.014	35,457
3	26.0397	36,911
4	27.0988	38,413
5	28.1465	39,898
6	29.2389	41,446
7	30.4039	43,098
8	30.7975	43,655

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Step	Hourly Rate	Annual Rate
1	24.5367	33,677
2	25.5143	35,018
3	26.5605	36,454
4	27.6408	37,937
5	28.7094	39,404
6	29.8237	40,933
7	31.012	42,564
8	31.4135	43,115

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Employees with one year experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	24.5367	34,781
2	25.5143	36,167
3	26.5605	37,650
4	27.6408	39,181
5	28.7094	40,696
6	29.8237	42,275
7	31.012	43,960
8	31.4135	44,529

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

Salary Schedule #4

Security Aide, Graphic Arts Publishing Coordinator

Effective 12:05 PM on September 1, 2013

Step	Hourly Rate	Annual Rate
1	24.5367	33,677
2	25.5143	35,018
3	26.5605	36,454
4	27.6408	37,937
5	28.7094	39,404
6	29.8237	40,933
7	31.012	42,564
8	31.4135	43,115
9	31.8152	43,666

Effective 12:05 PM on September 1, 2013

Employees with one year experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	24.5367	34,781
2	25.5143	36,167
3	26.5605	37,650
4	27.6408	39,181
5	28.7094	40,696
6	29.8237	42,275
7	31.012	43,960
8	31.4135	44,529
9	31.8152	45,098

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

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

Effective at 11:59 PM 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

Effective September 1, 2012
(1.0% increase)

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	17.0326	24,016	17.7797	25,069
2	18.036	25,431	18.8052	26,515
3	19.039	26,845	19.8281	27,958
4	20.0645	28,291	20.8116	29,344
5	21.0796	29,722	21.837	30,790
6	22.4054	31,592	23.1748	32,676
7	23.7471	33,483	24.5012	34,547
8	24.1407	34,038	24.8948	35,102

Effective September 1, 2012
(1.0% increase)

Employees w/ one year experience and 6 holidays per year

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	17.0326	24,782	17.7797	25,869
2	18.0360	26,242	18.8052	27,362
3	19.0390	27,702	19.8281	28,850
4	20.0645	29,194	20.8116	30,281
5	21.0796	30,671	21.8370	31,773
6	22.4054	32,600	23.1748	33,719
7	23.7471	34,552	24.5012	35,649
8	24.1407	35,125	24.8948	36,222

Effective 12:01 PM on September 1, 2013
(2.0% increase)

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	17.3733	24,496	18.1353	25,571
2	18.3967	25,939	19.1813	27,046
3	19.4198	27,382	20.2247	28,517
4	20.4658	28,857	21.2278	29,931
5	21.5012	30,317	22.2737	31,406
6	22.8535	32,223	23.6383	33,330
7	24.222	34,153	24.9912	35,238
8	24.6235	34,719	25.3927	35,804

Effective 12:01 PM on September 1, 2013
(2.0% increase)

Employees w/ one year experience and 6 holidays per year

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	17.3733	25,278	18.1353	26,387
2	18.3967	26,767	19.1813	27,909
3	19.4198	28,256	20.2247	29,427
4	20.4658	29,778	21.2278	30,886
5	21.5012	31,284	22.2737	32,408
6	22.8535	33,252	23.6383	34,394
7	24.2220	35,243	24.9912	36,362
8	24.6235	35,827	25.3927	36,946

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, 2013 at 12:05 AM

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	17.3733	24,496	18.1353	25,571
2	18.3967	25,939	19.1813	27,046
3	19.4198	27,382	20.2247	28,517
4	20.4658	28,857	21.2278	29,931
5	21.5012	30,317	22.2737	31,406
6	22.8535	32,223	23.6383	33,330
7	24.222	34,153	24.9912	35,238
8	24.6235	34,719	25.3927	35,804
9	25.025	35,285	25.7942	36,370

Effective September 1, 2013 at 12:05 AM
 Employees w/ one year experience and 6 holidays per year

Step	No Degree		Bachelor's Degree	
	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	17.3733	25,278	18.1353	26,387
2	18.3967	26,767	19.1813	27,909
3	19.4198	28,256	20.2247	29,427
4	20.4658	29,778	21.2278	30,886
5	21.5012	31,284	22.2737	32,408
6	22.8535	33,252	23.6383	34,394
7	24.2220	35,243	24.9912	36,362
8	24.6235	35,827	25.3927	36,946
9	25.0250	36,411	25.7942	37,531

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

Salary Schedule #6

Early Childhood Extended Day Instructor, Handicap Coordinator

Effective 11:59 PM 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	25.9383	35,600
4	27.3473	37,534
5	27.737	38,069

Effective September 1, 2012
 (1.0% increase)

Step	Hourly Rate	Annual Rate
1	23.353	32,052
2	24.7685	33,995
3	26.1977	35,956
4	27.6208	37,910
5	28.0144	38,450

Effective September 1, 2012
 (1.0% increase)

Employees with one year experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	23.353	33,103
2	24.7685	35,109
3	26.1977	37,135
4	27.6208	39,152
5	28.0144	39,710

Effective 12:01 PM on September 1, 2013
 (2.0% increase)

Step	Hourly Rate	Annual Rate
1	23.8201	32,693
2	25.2639	34,675
3	26.7217	36,676
4	28.1732	38,668
5	28.5747	39,219

Effective 12:01 PM on September 1, 2013
 (2.0% increase)

Employees with one year experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	23.8201	33,765
2	25.2639	35,812
3	26.7217	37,878
4	28.1732	39,936
5	28.5747	40,505

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

Salary Schedule #6

Early Childhood Extended Day Instructor, Handicap Coordinator

Effective 12:05 PM on September 1, 2013

Step	Hourly Rate	Annual Rate
1	23.8201	\$32,693
2	25.2639	\$34,675
3	26.7217	\$36,676
4	28.1732	\$38,668
5	28.5747	\$39,219
6	28.9762	\$39,770

Effective 12:05 PM on September 1, 2013

Employees with one year experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	23.8201	\$33,765
2	25.2639	\$35,812
3	26.7217	\$37,878
4	28.1732	\$39,936
5	28.5747	\$40,505
6	28.9762	\$41,074

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

Salary Schedule #7

Steps to Success Program Advisor

Effective 11:59 PM 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	21.41	41,750
7	21.6855	42,287

Effective September 1, 2012

(1.0% increase)

Step	Hourly Rate	Annual Rate
1	18.6431	36,354
2	19.2804	37,597
3	19.8401	38,688
4	20.4231	39,825
5	21.0179	40,985
6	21.6241	42,167
7	21.9024	42,710

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Step	Hourly Rate	Annual Rate
1	19.016	37,081
2	19.666	38,349
3	20.2369	39,462
4	20.8316	40,622
5	21.4383	41,805
6	22.0566	43,010
7	22.3404	43,564

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

Salary Schedule #7

Steps to Success Program Advisor

Effective 12:05 PM on September 1, 2013

Step	Hourly Rate	Annual Rate
1	19.016	37,081
2	19.666	38,349
3	20.2369	39,462
4	20.8316	40,622
5	21.4383	41,805
6	22.0566	43,010
7	22.3404	43,564
8	22.6242	44,117

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

Effective September 1, 2012, the Steps to Success Program Advisor positions shall be removed from Salary Schedule # 7 and placed in Salary Schedule # 9. Incumbents in the position as of September 1, 2012, shall be placed on the step in Schedule # 9 that is closest to but not less than such incumbent's hourly rate in effect on August 31, 2012

Salary Schedule #8

Food Service Assistant

Effective 11:59 PM 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	27.802	38,158
4	29.4021	40,354
5	31.0136	42,566
6	32.6026	44,747
7	34.214	46,959
8	35.2185	48,337
9	35.6082	48,872

Effective September 1, 2012

(1.0% increase)

Step	Hourly Rate	Annual Rate
1	24.8694	34,133
2	26.4725	36,334
3	28.08	38,540
4	29.6961	40,758
5	31.3237	42,992
6	32.9286	45,195
7	34.5561	47,428
8	35.5707	48,821
9	35.9643	49,361

Effective September 1, 2012

(1.0% increase)

Employees with one year experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	24.8694	35,252
2	26.4725	37,525
3	28.08	39,803
4	29.6961	42,094
5	31.3237	44,401
6	32.9286	46,676
7	34.5561	48,983
8	35.5707	50,421
9	35.9643	50,979

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Step	Hourly Rate	Annual Rate
1	25.3668	34,816
2	27.002	37,060
3	28.6416	39,311
4	30.29	41,573
5	31.9502	43,852
6	33.5872	46,098
7	35.2472	48,377
8	36.2821	49,797
9	36.6836	50,348

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Employees with one year experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	25.3668	35,957
2	27.002	38,275
3	28.6416	40,599
4	30.29	42,936
5	31.9502	45,289
6	33.5872	47,610
7	35.2472	49,963
8	36.2821	51,430
9	36.6836	51,999

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

Salary Schedule #8
Food Service Assistant

Effective 12:05 PM on September 1, 2013

Step	Hourly Rate	Annual Rate
1	25.3668	34,816
2	27.002	37,060
3	28.6416	39,311
4	30.29	41,573
5	31.9502	43,852
6	33.5872	46,098
7	35.2472	48,377
8	36.2821	49,797
9	36.6836	50,348
10	37.0851	50,899

Effective 12:05 PM on September 1, 2013
 Employees with one year experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	25.3668	35,957
2	27.002	38,275
3	28.6416	40,599
4	30.29	42,936
5	31.9502	45,289
6	33.5872	47,610
7	35.2472	49,963
8	36.2821	51,430
9	36.6836	51,999
10	37.0851	50,899

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 Program Advisor, Special Education Budget Analyst**

Effective 11:59 PM 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	28.037	54,672
7	28.4268	55,432

Effective September 1, 2012

(1.0% increase)

Step	Hourly Rate	Annual Rate
Entry Step A	21.2820	41,500
1	22.2497	43,387
2	23.465	45,757
3	24.6798	48,126
4	25.898	50,501
5	27.1077	52,860
6	28.3174	55,219
7	28.7111	55,987

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Step	Hourly Rate	Annual Rate
Entry Step A	21.7176	42,330
1	22.6947	44,255
2	23.9343	46,672
3	25.1734	49,088
4	26.416	51,511
5	27.6499	53,917
6	28.8837	56,323
7	29.2853	57,106

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

Salary Schedule #9

**Educational Technology Support Specialist, Application Support Specialist,
Steps to Success Program Advisor, Special Education Budget Analyst**

Effective 12:05 PM on September 1, 2013

Step	Hourly Rate	Annual Rate
Entry Step A	21.7176	42,330
1	22.6947	44,255
2	23.9343	46,672
3	25.1734	49,088
4	26.416	51,511
5	27.6499	53,917
6	28.8837	56,323
7	29.2853	57,106
8	29.6869	57,889

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

Salary Schedule #9A

**Senior Application Support Specialist, Webmaster,
Teen Advantage Coordinator**

Effective 11:59 PM on August 31, 2011

(max step: \$0.3643/hr increase; others: \$0.25/hr increase)

Step	Hourly Rate	Annual Rate
1	28.525	55,624
2	27.817	54,243
3	29.1807	56,902
4	30.6086	59,687
5	32.108	62,611
6	33.6826	65,681
7	34.0724	66,441

Effective September 1, 2012

(1.0% increase)

Step	Hourly Rate	Annual Rate
1	28.8103	56,180
2	28.0952	54,786
3	29.4725	57,471
4	30.9147	60,284
5	32.4291	63,237
6	34.0194	66,338
7	34.4131	67,106

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Step	Hourly Rate	Annual Rate
1	29.3865	57,304
2	28.6571	55,881
3	30.062	58,621
4	31.533	61,489
5	33.0777	64,502
6	34.6998	67,665
7	35.1014	68,448

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

Salary Schedule #9A

**Senior Application Support Specialist, Webmaster,
Teen Advantage Coordinator**

Effective 12:05 PM on September 1, 2013

Step	Hourly Rate	Annual Rate
1	29.3865	57,304
2	28.6571	55,881
3	30.062	58,621
4	31.533	61,489
5	33.0777	64,502
6	34.6998	67,665
7	35.1014	68,448
8	35.503	69,231

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

Salary Schedule #10

Substitute Dispatcher

Effective 11:59 PM 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	13.608	18,677
3	14.2593	19,571
4	14.9355	20,499
5	15.3253	21,034

Effective September 1, 2012

(1.0% increase)

Step	Hourly Rate	Annual Rate
1	13.1204	18,008
2	13.7441	18,864
3	14.4019	19,767
4	15.0849	20,704
5	15.4786	21,244

Effective September 1, 2012

(1.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	13.1204	18,598
2	13.7441	19,482
3	14.4019	20,415
4	15.0849	21,383
5	15.4786	21,941

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Step	Hourly Rate	Annual Rate
1	13.3828	18,368
2	14.019	19,241
3	14.6899	20,162
4	15.3866	21,118
5	15.7882	21,669

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	13.3828	18,970
2	14.019	19,872
3	14.6899	20,823
4	15.3866	21,811
5	15.7882	22,380

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

Salary Schedule #10

Substitute Dispatcher

Effective 12:05 PM on September 1, 2013

Step	Hourly Rate	Annual Rate
1	13.3828	18,368
2	14.019	19,241
3	14.6899	20,162
4	15.3866	21,118
5	15.7882	21,669
6	16.1898	22,221

Effective 12:05 PM on September 1, 2013

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	13.3828	18,970
2	14.019	19,872
3	14.6899	20,823
4	15.3866	21,811
5	15.7882	22,380
6	16.1898	22,949

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

Salary Schedule #11

METCO Bus Monitor

Effective 11:59 PM 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

Effective September 1, 2012

(1.0% increase)

Step	Hourly Rate	Annual Rate
1	13.1212	17,812
2	13.7446	18,658
3	14.4023	19,551
4	15.0849	20,478
5	15.4786	21,012

Effective September 1, 2012

(1.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	13.1212	18,402
2	13.7446	19,277
3	14.4023	20,199
4	15.0849	21,157
5	15.4786	21,709

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Step	Hourly Rate	Annual Rate
1	13.3836	18,168
2	14.0195	19,031
3	14.6903	19,942
4	15.3866	20,887
5	15.7882	21,432

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	13.3836	18,770
2	14.0195	19,662
3	14.6903	20,603
4	15.3866	21,580
5	15.7882	22,143

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

Salary Schedule #11

METCO Bus Monitor

Effective 12:05 PM on September 1, 2013

Step	Hourly Rate	Annual Rate
1	13.3836	18,168
2	14.0195	19,031
3	14.6903	19,942
4	15.3866	20,887
5	15.7882	21,432
6	16.1898	21,978

Effective 12:05 PM on September 1, 2013

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	13.3836	18,770
2	14.0195	19,662
3	14.6903	20,603
4	15.3866	21,580
5	15.7882	22,143
6	16.1898	22,706

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

Salary Schedule #12

Coordinator of Substitutes

Effective 11:59 PM 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	36.934	50,692

Effective September 1, 2012

(1.0% increase)

Step	Hourly Rate	Annual Rate
1	32.672	44,842
2	33.9318	46,571
3	35.1915	48,300
4	36.9096	50,658
5	37.3033	51,199

Effective September 1, 2012

(1.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	32.672	46,313
2	33.9318	48,098
3	35.1915	49,884
4	36.9096	52,319
5	37.3033	52,877

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Step	Hourly Rate	Annual Rate
1	33.3254	45,739
2	34.6104	47,503
3	35.8953	49,266
4	37.6478	51,672
5	38.0494	52,223

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	33.3254	47,239
2	34.6104	49,060
3	35.8953	50,882
4	37.6478	53,366
5	38.0494	53,935

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

Salary Schedule #12

Coordinator of Substitutes

Effective 12:05 PM on September 1, 2013

Step	Hourly Rate	Annual Rate
1	33.3254	45,739
2	34.6104	47,503
3	35.8953	49,266
4	37.6478	51,672
5	38.0494	52,223
6	38.451	52,774

Effective 12:05 PM on September 1, 2013

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	33.3254	47,239
2	34.6104	49,060
3	35.8953	50,882
4	37.6478	53,366
5	38.0494	53,935
6	38.451	54,504

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

Salary Schedule #13

System-Wide Hearing Consultant

Effective 11:59 PM on August 31, 2011

(max step: \$0.3643/hr increase; others: \$0.25/hr increase)

Step	Hourly Rate	Annual Rate
1	37.8397	51,935
2	39.2387	53,855
3	40.6376	55,775
4	42.015	57,666
5	42.402	58,197

Effective September 1, 2012

(1.0% increase)

Step	Hourly Rate	Annual Rate
1	38.2181	52,454
2	39.6311	54,394
3	41.044	56,333
4	42.4352	58,242
5	42.826	58,779

Effective September 1, 2012

(1.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	38.2181	54,174
2	39.6311	56,177
3	41.044	58,180
4	42.4352	60,152
5	42.826	60,706

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Step	Hourly Rate	Annual Rate
1	38.9825	53,503
2	40.4237	55,482
3	41.8649	57,460
4	43.2839	59,407
5	43.6825	59,954

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	38.9825	55,258
2	40.4237	57,301
3	41.8649	59,343
4	43.2839	61,355
5	43.6825	61,920

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

Salary Schedule #13

System-Wide Hearing Consultant

Effective 12:05 PM on September 1, 2013

Step	Hourly Rate	Annual Rate
1	38.9825	53,503
2	40.4237	55,482
3	41.8649	57,460
4	43.2839	59,407
5	43.6825	59,954
6	44.0811	60,501

Effective 12:05 PM on September 1, 2013

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	38.9825	55,258
2	40.4237	57,301
3	41.8649	59,343
4	43.2839	61,355
5	43.6825	61,920
6	44.0811	62,485

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 11:59 PM on Aug 31, 2011

(max step: \$0.3643/hr increase; others: \$0.25/hr increase)

Step	Hourly Rate	Annual Rate
1	26.4	38,610
2	27.8239	40,692
3	29.2773	42,818
4	33.0553	48,343
5	34.3245	50,200
6	34.5999	50,602

Effective September 1, 2012

(1.0% increase)

Step	Hourly Rate	Annual Rate
1	26.664	38,996
2	28.1021	41,099
3	29.5701	43,246
4	33.3859	48,827
5	34.6677	50,702
6	34.9459	51,108

Effective September 1, 2012

(1.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	26.664	40,196
2	28.1021	42,364
3	29.5701	44,577
4	33.3859	50,329
5	34.6677	52,262
6	34.9459	52,681

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Step	Hourly Rate	Annual Rate
1	27.1973	39,776
2	28.6641	41,921
3	30.1615	44,111
4	34.0536	49,803
5	35.3611	51,716
6	35.6448	52,131

Effective 12:01 PM on September 1, 2013

(2.0% increase)

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	27.1973	41,000
2	28.6641	43,211
3	30.1615	45,468
4	34.0536	51,336
5	35.3611	53,307
6	35.6448	53,735

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

Salary Schedule #14

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

Effective 12:05 PM on September 1, 2013

Step	Hourly Rate	Annual Rate
1	27.1973	39,776
2	28.6641	41,921
3	30.1615	44,111
4	34.0536	49,803
5	35.3611	51,716
6	35.6448	52,131
7	35.9285	52,545

Effective 12:05 PM on September 1, 2013

Employees with **one year** experience and 6 holidays per year

Step	Hourly Rate	Annual Rate
1	27.1973	41,000
2	28.6641	43,211
3	30.1615	45,468
4	34.0536	51,336
5	35.3611	53,307
6	35.6448	53,735
7	35.9285	54,162

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

Salary Schedule #17
Steps to Success Assistant Program Leader

Effective September 1, 2012

STEP	MASTER'S DEGREE
1	43,505
2	46,025
3	48,545
4	51,065
5	53,588
6	56,109
7	58,630
8	61,154
9	63,676
10	66,196
11	68,717
12	71,241
13	73,765
14	76,283
15	78,808
16	81,919

Effective September 1, 2013
(2.0% increase)

STEP	MASTER'S DEGREE
1	44,375
2	46,946
3	49,516
4	52,086
5	54,660
6	57,231
7	59,803
8	62,377
9	64,950
10	67,520
11	70,091
12	72,666
13	75,240
14	77,809
15	80,384
16	83,557

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

The incumbents in the position of Steps to Success Assistant Program Leader at the time that Schedule #17 is implemented (September 1, 2012) and who hold a license as a counselor or social worker from the Massachusetts Department of Elementary and Secondary Education ("DESE") shall be placed on Schedule #17 in the appropriate lane for such incumbent and on a step closest to but not less than the incumbent's hourly rate in effect on August 31, 2012. If an incumbent(s) in the position of Steps to Success Assistant Program Leader at the time that Schedule # 17 is implemented (September 1, 2012) does not hold a license as a counselor or social worker from the DESE she/he shall remain on Salary Schedule 9 until such time as she/he obtains the requisite license.