

SECTION H
NEGOTIATIONS

1.	Negotiations	H 2
2.	Compensation and Benefits	H 2
	a. General	H 2
	b. Negotiating Agents	H 3
	c. Sick Leave Bank for Civil Service Employee Groups	H 3
	d. Senior Management Staff Defined	H 3
	e. Senior Management Staff Contract/ Salary Principles	H 4
	f. Sample Contracts:	
	1. Superintendent	H 5
	2. Assistant Superintendent, Head of School, Director of Personnel	H 9
3.	Senior Management Staff Benefits	H 12
	a. Tax Sheltered Annuity Program	H 12
	b. Group Health Insurance	H 12
	c. Sick Leave	H 12
	d. Sick Leave Buy Back	H 12
	e. Administrative Leave	H 13
	f. Bereavement Leave	H 13
	g. Vacation Leave	H 13

SECTION H NEGOTIATIONS

1. Negotiations:

As detailed in Section G 2, the School Committee recognizes the following professional groups:

- Management
 - Senior Management Staff
 - Other Management Staff
- Professionals
 - BEA Unit A
 - BEA Unit B
 - BEA LSS
 - BEA PARA
- Service Workers
 - Secretaries
 - Custodians
 - Food Service Workers
- Skilled Hourly Workers
- Stipended Workers

SECTION H NEGOTIATIONS

2. Compensation and Benefits:

a. General: (Voted 11/16/81, #81-509; 8/11/84, #84-404; 11/20/84, #84-493; 6/6/85, #85-226; 12/20/88, #88-631)

For all professional staff and support staff who are members of the various bargaining units, conditions of employment regarding promotion, seniority, assignments, transfers, time schedules, workloads, salary schedules, supplementary pay plans, fringe benefits, leaves and absences, vacations and holidays are specified in the respective contracts, available in the Personnel Office.

For staff not in collective bargaining units or specific groups, contracts are negotiated individually. Salary schedules are determined annually and listed in the salary table book available in the Finance Office, the Personnel Office, or the Payroll Office.

In addition to benefits listed in the various contracts, the children of non-resident, Town of Brookline employees may apply for admission to the Brookline Public Schools, under the conditions and qualifications set forth in the School Admissions Policy (Section J of this manual).

H 2 b. Negotiating Agents: (Voted 12/20/76, #76-430; 9/24/98, #98-89)

For the purposes of collective bargaining with all units, the School Committee, as part of its establishment of subcommittee assignments, will establish negotiating teams.

H 2 c. Sick Leave Bank for Civil Service Employee Groups:

(Voted 6/21/71, #71-293; 4/24/72, #72-132; 6/26/72, #72-266; 6/19/78, #78-297)

The administrative staff is authorized to establish a sick leave bank for any Civil Service employee group wishing to join one. The School Committee will not look favorably upon any further extensions of sick leave after the establishment of the proposed bank.

The administrative staff is authorized to establish a Civil Service Employees' Sick Leave Bank, initially for the Custodial Service employees and to develop an appropriate administrative procedure whereby this bank will be administered by the Public Schools of Brookline's Custodians Association.

The Brookline School Committee ratifies the action of the Brookline Educational Secretaries Association in voting to join the teachers' sick leave bank for one year, effective September 1, 1972, as authorized by the Executive Board of the Brookline Teachers Association.

The School Committee authorizes the agreement with the Food Service Association to be amended by the addition of a provision whereby the employees within the bargaining unit may operate a sick leave bank under suitable guidelines as determined by the Assistant Superintendent for Administration and Finance and added to the agreement by amendment.

H 2 d. Senior Management Staff Defined: (Voted 1/19/76, #76-7; 2/2/76, #76-45; 5/24/76, #76-198; 5/10/83, #83-164; 6/30/83, #83-325; 9/11/84, #84-403; 6/26/90 #90-222)
Senior Management Staff are defined as those persons employed to fill the following positions: Superintendent of Schools, Assistant Superintendent of Schools, Head of School of Brookline High School, and Director of Personnel.

H 2 e. Senior Management Staff Contract/Salary Principles:

(Voted 11/16/81, #81-509; 4/27/82, #82-140; 11/20/84, #84-493)

(5/10/83, #83-164; 6/30/83, #83-332; 6/19/84, #84-346; 6/18/85, #85-304; 4/15/86, #86-169; 5/7/87, #87-178, 179; 6/1/88, #88-256; 6/8/88, #88-285; 11/1/88, #88-546; 6/20/90, #90-222, 223; 6/29/92, #92-313)

In accordance with Ch. 71, Sec. 41 of the MGL, the Brookline School Committee shall award contracts to its Superintendent of Schools and to its Assistant Superintendents of Schools for periods not to exceed 6 years.

Superintendent contracts shall usually be for 3 years, with specific terms beyond the sample contract listed below as negotiated. Variations of any of the benefits listed below may be written into the Superintendent's contract.

The Assistant Superintendents, Head of School, and Director of Personnel contracts shall be for 3 years. The terms of said contracts are listed in the sample below.

Salaries of these positions shall be based upon three basic principles:

1. Persons working in comparable jobs in the system should be paid at comparable rates.
2. Experience should be considered in establishing salary, and therefore a scale shall be established such that a person shall reach the maximum for that position by distinct increments in four years. Increments shall be applied independently of any other general adjustments.
3. As a means of recognizing outstanding performance, bonuses may be extraordinarily granted to senior administrators for a given year. If granted, bonuses will be based on the Superintendent's recommendation of merit. Under no circumstances will bonuses be added to the base salary for the given year. All future increments or adjustments will be calculated on the base.

Salary schedules for all of these positions can be found in the Finance Office, the Personnel Office, and the Payroll Office.

H 2 f. 1. Sample Contract for Superintendent:

SUPERINTENDENT'S EMPLOYMENT CONTRACT

This agreement is made as of **July 1, 1994**, by and between the BROOKLINE SCHOOL COMMITTEE, hereinafter referred to as the COMMITTEE and JAMES FRANCIS WALSH, hereinafter referred to as the SUPERINTENDENT.

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The Committee hereby employs JAMES FRANCIS WALSH as Superintendent of the Public Schools of Brookline, and the Superintendent hereby accepts to continue employment on the following terms and conditions:
2. **TERMS:** The Superintendent shall be employed for a 5-year period commencing **July 1, 1994 through June 30, 1999.**
3. **ALTERATION, AMENDMENT, TERMINATION:** The Committee shall give written notice to the Superintendent by January 15 of any year during this contract that it desires to alter, amend, or terminate any or all of the terms hereof. If the Superintendent wishes to alter, amend, or terminate any or all of the terms hereof, he may do so by giving at least 120 days' notice of this intention to the Committee. For a July 1 termination, he will give notice by March 1.

In the event the Committee wishes to terminate this agreement without mutual consent before the termination date of this contract, it shall pay full salary for the remainder of the term of this Agreement (at an annual rate not less than the salary in the year in which the termination occurs), except in cases where dismissal is in accordance with Mass. General Laws Ch. 71, Sec. 42.

4. **COMPENSATION:** The Superintendent shall be paid an annual salary in accordance with the following schedule:

As of July 1, 1994 retroactive 3% increase to \$ 96,842.

As of July 1, 1995 1% increase to \$ 97,810.

As of January 1, 1996 2% increase to \$ 99,767.

As of July 1, 1996 1% increase to \$100,764.

As of January 1, 1997 2% increase to \$102,780.

Superintendent's Contract
Page 2

5. **DUTIES:** The Superintendent shall perform faithfully, to the best of his ability, the duties of Superintendent of Schools, as set forth in a job description for the Superintendent of Schools approved by the School Committee and in accordance with Mass. General Laws Ch. 71, Sec. 59, and other applicable laws. The job description is subject to reasonable changes by action of the School Committee.
6. **CERTIFICATE:** The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Superintendent in the Commonwealth, as required by Mass. General Laws Ch. 71, Sec. 38G.
7. **PROFESSIONAL ACTIVITIES:** The Superintendent's exclusive employer shall be the Brookline Public Schools. The Superintendent may accept speaking, writing, lecturing, or other engagements of a professional nature as he sees fit, including the acceptance of honoraria, provided they do not derogate from his duties as Superintendent. In the event that the Superintendent wishes to participate in short-term, part-time employment, he must first obtain approval of the School Committee.
8. **STATE RETIREMENT ASSOCIATION:** The Superintendent shall be a member of the Teacher's Retirement System, as required by Mass. General Laws, Ch. 32.
9. **FRINGE BENEFITS:** The Superintendent shall be entitled to all insurance (medical, hospital, and life) benefits, and all other fringe benefits currently available to Assistant Superintendents, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future.
10. **ANNUAL VACATION:** As a performance-based amendment to School Committee Policy on Senior Management Staff Benefits (Section H), the number of vacation days is supplemented with the offer to buy back up to **10 days** per year. The offer to buy back is not meant to be cumulative. He may request this buy back once within each fiscal year, beginning **July 1, 1994**.

The Superintendent is also allowed 2 of the 3 in-school vacation periods (December, February, or April) as "in-year" compensatory time, **as well as 23 additional days of "special" compensatory leave accrued every five years, which must be taken over the course of the 12 months following the accrual or be lost.**

Superintendent's Contract
Page 3

Exception: The Superintendent accrued 23 days of special compensatory leave on his 5th anniversary, June 30, 1993. However, he was unable to use it during the 12 month period July 1, 1993-June 30, 1994. Therefore, the Committee, knowing he will be unable to use it, will allow the Superintendent to buy back this special compensation over a 4 year period, from July 1, 1994 to June 30, 1998, up to a maximum of 6 days in each of the 4 years.

The Superintendent may accumulate up to a maximum of 150% of his annual vacation (i.e. 37.5 days), and upon termination of this contract, compensation and/or equivalent vacation or this accumulated leave shall be granted in accordance with Section 4 of the Vacation Leave Benefit for Senior Management Staff, noted in Section H of the School Committee Policy Manual, which, except as otherwise provided herein, shall apply. Any subsequent change in the School Committee policy shall not adversely affect these provisions. The Superintendent shall begin this contract with credit for the accumulated vacation leave which he may have, up to 150% maximum days, in accordance with such aforesaid policy.

11. **SICK LEAVE:** Consistent with the School Committee Policy on Benefits for Senior Management Staff (Section H), the Superintendent shall be entitled to sick leave in an amount equal to, but not in excess of, 15 days of sick leave for each year of this contract or any extensions hereunder, and unused sick leave shall be cumulative. The Committee agrees and accepts that the Superintendent shall begin this contract with sick leave time accumulated to date.
12. **DISABILITY INSURANCE:** The School Committee shall permit the Superintendent to participate in any long-term disability policy made available to the Assistant Superintendents; currently, a program which provides coverage to be based on a 90-day elimination period before benefits commences with a benefit of 60% to a maximum of \$4,000/month/individual.
13. **TAX SHELTERED ANNUITY (TSA):** The School Committee shall continue to provide a **\$4,500** tax-sheltered annuity for each year of this contract.
14. **TRAVEL EXPENSES:** The Superintendent shall be issued a car by the Town. The Superintendent of Schools shall reimburse the Town at the mileage rate used by the Town for any personal use (including commuting to and from home on a routine basis).
15. **ADMINISTRATIVE LEAVE:** The Committee shall grant 7 administrative leave days with pay annually. Such leave is non-cumulative, and must be taken only for important personal reasons and not as vacation or recreation.

Superintendent's Contract
Page 4

16. PERFORMANCE: The Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement, in writing, between the Committee and the Superintendent.

17. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Committee and the Superintendent. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed, except in writing and signed by the party against whom enforcement thereof is sought.

18. INVALIDITY: If any paragraph, part of or rider to this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

19. ARBITRATION: Any controversy or claim arising out of, or relating to, the interpretation or application of this agreement, or the breach thereof, shall be settled by arbitration, in accordance with the rules of the American Arbitration Association then obtaining, and judgment upon the award rendered may be entered and enforced in any court having jurisdiction thereof. The administrative costs of the American Arbitration Association and the arbitrator's fees and expenses shall be borne equally by the School Committee and the Superintendent.

20. NOTICE: Any notices required or desired to be given under this agreement shall be in writing and mailed by certified mail to his residence, in the case of the Superintendent, or to its principal office, in the case of the School Committee.

21. This Agreement shall be executed in four counterparts, each of which shall be deemed an original, and all four of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement, and three copies thereof, on this _____ day of _____, in the year **1995**.

TOWN OF BROOKLINE

BY: _____
Isabella Hinds, Chair, Brookline School Committee Date

BY: _____
James F. Walsh, Superintendent Date

***H 2 f. 2 . Sample Contract
Assistant Superintendent, Head of School, Director of Personnel:***

CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made as of February 16, 1995, by and between the Brookline School Committee, hereinafter referred to as the "Committee," and Granville Harris, hereinafter referred to as the "Assistant Superintendent."

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The Committee hereby employs Granville Harris as Assistant Superintendent of the Public Schools of Brookline, and the Assistant Superintendent hereby accepts employment on the following terms and conditions:
2. **TERM:** The Assistant Superintendent shall be employed for a 3 year period commencing July 1, 1995 through June 30, 1998 inclusive, and from year to year thereafter, unless the Committee gives written notice to the Assistant Superintendent by February 15, 1998 or February 15 of any year thereafter, that it desires to alter, amend or terminate any or all of the terms hereof, or if the Assistant Superintendent gives notice to the Committee by April 1, 1998 or April 1 of any year thereafter that he desires to alter, amend or terminate any or all of the terms hereof.
3. **COMPENSATION:** The Assistant Superintendent shall be paid an annual salary, of \$77,810 per year.* The salary in future years will be reviewed and established annually in conformity with the principles contained in Section H of the School Committee Policy Manual (Senior Management Staff Contract/Salary Principles).
4. **TERMINATION:** In the event that said Assistant Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving at least ninety (90) days notice of his intention to the Committee. For a July 1 termination, he must give notice by April 1. In the event that the Committee wishes to terminate this agreement without mutual consent before the termination date of this contract, it shall pay full salary for the remainder of the term of this Agreement (at an annual rate not less than the salary in the year in which the termination occurs), except in cases where dismissal is in accordance with MGL Ch. 71, Sec. 42.
5. **DUTIES:** The Assistant Superintendent shall perform faithfully, to the best of his ability, the duties of Assistant Superintendent, as set forth in the attached job description which is hereby incorporated by reference in this agreement. The job description is subject to reasonable changes by action of the School Committee.
6. **CERTIFICATE:** The Assistant Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to act as Assistant Superintendent in the Commonwealth, as required by MGL Ch. 71, Sec. 38G.
7. **PROFESSIONAL ACTIVITIES:** The Assistant Superintendent's exclusive employer shall be the Brookline Public Schools. The Assistant Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, including the accepting of honoraria provided they do not derogate from his duties as Assistant Superintendent. In the event the

Assistant Superintendent wishes to participate in short-term, part-time employment, he must first obtain approval of the School Committee.

8. STATE RETIREMENT ASSOCIATION: The Assistant Superintendent shall be a member of the Teachers' Retirement System, as required by MGL Ch. 32.

9. FRINGE BENEFITS: The Assistant Superintendent shall be entitled to all insurances (medical, hospital and life) benefits and all other fringe benefits currently available to other Assistant Superintendents, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future.

10. ANNUAL VACATION: Consistent with Section H of the School Committee Policy Manual (Senior Management Staff Benefits--Vacation Leave), the Assistant Superintendent, on July 1 of each year, starting July 1, 1996, shall be credited with twenty-three (23) days of annual vacation earned during the previous year, exclusive of legal holidays. The Assistant Superintendent is also allowed two (2) of the three (3) in-school vacation periods December, February or April) as "in-year" compensatory vacation time as well as twenty-three (23) days every five (5) years as "special" compensatory leave which must be taken between July 1 and June 30 of the year in which it is granted. The Assistant Superintendent may accumulate up to a maximum of 150% of his annual vacation, i.e., 34.5 days, and upon termination of his contract, compensation and/or equivalent vacation of this accumulated leave shall be granted in accordance with section 4 of the aforesaid School Committee policy. Any subsequent change in the School Committee policy shall not adversely affect these provisions. The Assistant Superintendent shall begin this contract with credit for the accumulated vacation leave which he may have up to 150% maximum (34.5 days) in accordance with such aforesaid policy.

11. SICK LEAVE: Consistent with Section H of the School Committee Policy Manual (Senior Management Staff Benefits--Sick Leave), the Assistant Superintendent shall be entitled to sick leave in an amount equal to, but not in excess of, fifteen (15) days of sick leave for each year of this contract or any extensions hereunder and unused sick leave shall be cumulative. The Committee agrees and accepts that the Assistant Superintendent shall begin this contract with sick leave time accumulated to date.

12. DISABILITY INSURANCE: The School Committee shall provide a disability insurance program on the same basis as that available to the other Assistant Superintendents; currently, a program which provides coverage to be based on a 90-day elimination period before benefits commence with a benefit of 60% to a maximum of \$4,000 a month per individual.

13. TAX-SHELTERED ANNUITY: The Committee shall continue, as a minimum, a \$2500 tax sheltered annuity annually for the term of this agreement.

14. TRAVEL EXPENSES: Consistent with the policy of the School Committee, the Committee shall pay \$60 per month, for use of her own car for school related business. Any increases in the amounts stated in this policy voted by the School Committee during the term of this contract shall be afforded to the Assistant Superintendent.

15. ADMINISTRATIVE LEAVE: The Committee shall grant seven (7) administrative leave days with pay annually, non-cumulative, and such leave shall be taken only for important personal reasons and not as vacation or recreation.

16. PERFORMANCE: The Assistant Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Assistant Superintendent in writing. The Assistant Superintendent will undergo an annual performance evaluation by the Superintendent.

17. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Committee and the Assistant Superintendent and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

18. INVALIDITY: If any paragraph, part of or rider to this agreement is invalid, it shall not affect the remainder of said agreement but said remainder shall be binding and effective against all parties.

19. ARBITRATION: Any controversy or claim arising out of, or relating to, the interpretation or application of this Agreement, or the breach thereof, shall be settled by arbitration, in accordance with the rules of the American Arbitration Association then obtaining, and judgment upon the award rendered may be entered and enforced in any court having jurisdiction thereof. The cost of administrative fees of the American Arbitration Association and the arbitrator's fees and expenses shall be borne equally by the School Committee and the Assistant Superintendent.

20. NOTICE: Any notices required or desired to be given under this Agreement shall be in writing and mailed by certified mail to his residence in the case of the Assistant Superintendent, or to its principal offices in the case of the School Committee.

21. This agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and duplicate thereof this _____ day of _____ in the year _____.

TOWN OF BROOKLINE

By : _____
Chair, School Committee

Assistant Superintendent

**SECTION H
NEGOTIATIONS**

3. Senior Management Staff Benefits:

(Voted 1/19/76, #76-7; 2/2/76, #76-45; 5/24/76, #76-198; 5/10/83, #83-164; 6/30/83, #83-325; 9/11/84, #84-403, 6/26/90, #90-222; 6/17/04, #04-71)

H 3 a. Tax Sheltered Annuity Program:

The School Committee has an agreement with the Senior Management Staff employed on July 1, 1983 to provide a supplementary tax-sheltered retirement annuity program. Such annuities will be purchased by the School Committee, in accordance with authority granted under Ch. 71, Sec. 37B and 43 of the MGL, the premium for said annuities to be paid entirely by the School Committee.

Said premiums are to be paid directly to an annuity insurance firm or firms selected by the Senior Management Staff. Premiums paid for the purchase of said annuities are to be considered as "includable compensation" as defined in Section 403B of the US IRS Code of 1954, as amended. This agreement shall be effective commencing as of July 1, 1983, and shall remain in effect until amended or terminated by mutual agreement. The premiums are listed in the Senior Management Staff contract.

H 3 b. Group Health Insurance:

The Town of Brookline provides Senior Management Staff the opportunity to participate in any of a number of group health insurance programs. For those who choose to participate, the Town pays 75% of the premium.

H 3 c. Sick Leave:

Senior Management Staff shall be credited with 15 days of sick leave as of July 1 of each year. Any Senior Management Staff who joins the staff between July 1 and June 30 of a given year shall be credited with sick leave proportionately. Unused days of absence for sick leave will be cumulative each year, without limit.

H 3 d. Sick Leave Buy Back:

Senior Management Staff are entitled to a sick leave buy-back at a rate of .5 of per diem, up to a maximum of 40 days for time earned in Senior Management Staff positions. Sick leave buy-back excludes time carried forward from other positions. This provision is effective only at termination of employment for whatever reason, be it retirement, resignation, dismissal, or failure to renew a contract.

H 3 e. Administrative Leave:

Each Senior Management Staff is entitled to a total of 7 days of leave with pay during each school year, non-cumulative. Such leave should be taken only for important personal reasons, and not as vacation or recreation.

H 3 f. Bereavement Leave:

1. Senior Management Staff shall be granted leave of absence with pay for not more than 5 days, on account of the death of father, mother, brother, sister, spouse, child, son-in-law, daughter-in-law, or parent-in-law.
2. Senior Management Staff shall also be paid full salary for absence not to exceed one day to attend the funeral of a first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, or niece.

H 3 g. Vacation Leave:

Senior Management Staff must earn vacation. On July 1 of each year, a Senior Management Staff shall be credited with 23 days of vacation leave earned during the previous year.

1. Senior Management Staff may accumulate up to a maximum of 150% of their annual vacation leave days. Days in excess of 150% shall be forfeited without compensation, except that the Superintendent may, under unusual circumstances and with the approval of the School Committee, request an employee to work up to a maximum of one half of his/her annual vacation leave, when it is in the best interest of the school system. Employees agreeing to such a request may elect to receive payment to be taken immediately; the computed vacation days will be adjusted accordingly.
2. Senior Management Staff shall not accumulate and shall receive no compensation for "in year" compensatory vacation time (to be taken during any two of the three following vacation periods: December, February or April), which is not used within the school year. During such leave, the School Committee must be assured that there will be adequate coverage for absent senior management staff.
3. Senior Management Staff shall not accumulate and shall receive no compensation for "special" compensatory leave (23 days every five years) not taken within the period July 1-June 30, except by vote of the School Committee, allowing such leave to be delayed one year.
4. At the time of termination of service, employees shall:
 - a. receive compensation at the current rate of pay for the number of unused vacation leave days, not to exceed 1 year's annual leave (e.g. 23 days for Senior Management Staff), or

b. take equivalent vacation not to exceed 150% of the annual vacation allotment (e.g. 34.5 days for Senior Management Staff), or some combination of a. and b. (e.g. for Senior Management Staff, pay for 23 days and vacation for 11.5 days.)