

Contract

between the

**Brookline School
Committee**

and the

**Brookline Educators
Association**

2003 - 2006

UNIT A

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CONTRACT

This contract, dated as of September 1, 2003, is between the School Committee of the Town of Brookline (“BSC”) and the Brookline Educators Association (“BEA”) on behalf of Unit A as described in Section 1.2 and is made by the parties pursuant to Chapter 150E of the General Laws

On August 10, 1997, a negotiations subcommittee (consisting of Nancy Buell, Helen Charlupski, Philip Katz and Bill Ribas) restructured the contract to enhance readability and logical placement of the sections. By this restructuring, there was no intent to change the meaning of any section, in whole or in part, of this contract.

This contract includes Appendices A, B, C, D and E, which are attached hereto and made part hereof.

Article 1 - General

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

1.2 Scope of Agreement

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

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

The position of Lab Specialist (e.g. Foreign Language Lab Specialist, Computer Lab Specialist) shall be covered by the same provisions of this contract which cover the library assistants; however, this is not to be construed as any acknowledgement by either party as to the applicability or non-applicability of any specific provisions of this agreement.

After the execution of this contract by both parties, the BSC and the BEA shall be responsible for reproducing a sufficient number of copies so that the BEA can distribute a copy to each member of the professional staff.

Article 2 - Recognition

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

Article 3 - Compensation and Teacher Employment

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

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

<u>Years of Continuous Service Completed</u>	<u>Eff. 9/1/03 Amount</u>	<u>Eff. 9/1/04 Amount</u>	<u>Eff. 9/1/05 Amount</u>
More than 10...but less than or = to 14	\$ 500	\$700	\$900
More than 14...but less than or = to 19	\$ 750	\$950	\$1,150
More than 19...but less than or = to 24	\$ 1,000	\$1,200	\$1,400
More than 24	\$ 1,250	\$1,450	\$1,650

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

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

3.3 Elective Longevity Buyout (“ELBO”)

A. Bargaining unit members of Units A and B whose retirement is administered by the Massachusetts Teachers Retirement Board and who have completed 20 years of continuous service in the Brookline Public Schools (“BPS”) shall be eligible to apply for ELBO as provided under this Section. ELBO payments shall be \$3,000 per year for three consecutive years following acceptance of an employee’s application, for a total ELBO payment of \$9,000, except as otherwise provided below in Subsection b. Such \$3,000 annual payment shall be prorated for an accepted employee who works part time during any of the 3-year period. Each accepted employee shall be paid his other ELBO amount by having his/her annual salary, as indicated by the appropriate schedule for the year, increased by \$3,000 or the prorated amount. Effective 9/1/04 \$3,000 becomes \$3,450 and \$9,000 becomes \$10,350. As of 9/1/04, if a staff member is in their second or third year of receiving ELBO, then they will be eligible for the increase of \$450 for the remaining years of their ELBO.

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

Accepted employees will be entitled to the entire sum of \$9,000 (as of 9/1/04, \$10,350 for 1st year recipients; \$9,900 for 2nd year recipients; or \$9,450 for 3rd year recipients), regardless of date or reason for termination of employment, subject to the following provisions:

- i. An accepted employee whose employment is involuntarily terminated by death before the end of the 3-year period shall be entitled to an accelerated payment of the unpaid balance of the \$9,000 (see above) sum on the date of death (to the estate). In case of disability or layoff, such accepted employee will receive the unpaid ELBO balance in annual installments on January 1 immediately following the effective date of such disability or layoff, to the extent permitted by law.
- ii. Except in the case of extenuating circumstances, an accepted employee who voluntarily terminates employment prior to the expiration of the 3 consecutive year period following acceptance will not be eligible to receive further ELBO payments.

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

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

E. Annual application and funding

- i. An application for ELBO must be submitted prior to February 1 immediately preceding the year when ELBO payments are to begin.
- ii. The BSC shall be obligated to fund annual ELBO applications from Units A and B combined up to an annual maximum of \$110,000 in the aggregate. Such sum shall not include the cost of longevity otherwise payable. For example, a Unit A ELBO applicant who under Article 3.2 is eligible for a \$1,000 longevity payment would be counted against the \$110,000 funding cap to the extent of \$2,000, calculated as a \$3,000 accrued annual ELBO payment minus the \$1,000 longevity payment.
- iii. If in any year the number of ELBO applications cannot be accommodated within the \$110,000 funding cap, a request will be sent to all ELBO applicants seeking applicants willing to defer the beginning of the 3-year ELBO period until the next school year. Applicants will have ten (10) school days to respond to this request. If this problem persists after voluntary delays have been sought, ELBO applicants from Units A and B combined will be accepted in order of seniority as defined in Article 11A. The remaining applicants will be deferred for consideration to the next school year, by seniority as previously described, with a preference for acceptance over all subsequent ELBO applicants regardless of any greater seniority of such subsequent applicants. Nothing herein shall prevent the BSC from exercising its discretion to fund ELBO applications in excess of the funding cap in any year, subject to the selection procedure set forth in this Subsection.

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

3.5 Additional Salary in Recognition of Prior Service

- A. A teacher who retires at age 55 or older or who, at time of retirement, has had twenty (20) or more years of service in the Brookline Public Schools, shall receive additional salary in recognition of prior service on the basis of either the value of his/her accumulated unused sick leave computed in the manner set forth below or the years of service in the employ of the Brookline Public Schools computed in the manner set forth below, whichever amount is greater, but in no event shall the amount of such additional salary in recognition of prior service for any teacher exceed \$3,300.
 - i. The value of a teacher's accumulated sick leave shall be determined by multiplying the number of such accumulated unused days by 1/30 of 1% of the M+1 maximum of the teachers salary schedule in effect that year.
 - ii. The amount of additional salary in recognition of prior service which would be computed on the basis of the teacher's years of service shall be determined by multiplying the number of full years of service in the employ of the Brookline Public Schools by 1/3 of 1% of the M+1 maximum of the teachers salary schedule in effect that year.

iii. A retiring teacher who submits his/her resignation plans to the Superintendent not later than February 1, whenever possible, prior to the beginning of the school year in which he/she intends to retire will have his/her additional salary in recognition prior services added to his/her annual salary. If such submission is delayed to not later than March 15, the Superintendent shall approve such request if the delayed submission is due to extenuating circumstances of the individual applicant as reasonably determined by the Superintendent. If a retiring teacher dies during such school year, the remaining unpaid additional salary in recognition of prior service to which he/she would have been entitled shall be remitted to his/her estate.

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

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

3.6 Placement on Salary Schedule on Initial Employment

A. Employees hired in this unit will be initially placed on the salary scales as follows. One-half or greater fraction of a year of experience shall be counted as one year.

i. A teacher, on initial employment, shall be placed on the salary schedule according to and previous teaching experience and degrees and credits earned at accredited institutions.

ii. A nurse, library assistant or lab specialist, on initial employment, shall be placed on the salary schedule according to previous experience in this field and degrees and credits earned at accredited institutions.

iii. Librarians and non-classroom teaching specialists not listed in paragraph ii above, on initial employment, shall be placed on the salary schedule according to degrees earned at accredited institutions and previous experience in a school setting, or after being licensed or certified or earning a masters degree, previous experience working with school-aged children. Librarians will also receive credit for previous experience in public libraries.

- B. A teacher whose qualifications have been determined to qualify him/her to move from one level of preparation to the next higher level (e.g. B-M, M-M+1, etc.) shall be placed on the higher salary scale at the step he/she would have been on as if he/she was initially placed on that preparation level, upon presentation to the Superintendent of satisfactory evidence that the teacher is entitled to the change and upon approval by the BSC. Such change may be made at any time if the teacher has notified the Superintendent in writing by March 1 of the preceding school year of the expected change and date thereof; otherwise, such change shall be made at the commencement of the next school year.
- C. Teachers employed half-time or greater will be advanced on the salary schedule in the same way as full-time staff. Teachers employed less than half-time will serve two years before advancing one step on the salary schedule.
- D. In the initial employment of a teacher, service in the Peace Corps, the Commonwealth or National Teacher Corps shall be counted for teaching experience when such service was related to the teaching duties to be assumed.
- E. The salary of employees who are employed less than full-time shall be prorated in accordance with existing practices.

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

3.8 Payroll Deduction Statements - Payroll deduction statements showing earnings, biweekly deductions, and usual year-to-date deductions shall be issued with each paycheck. The direct deposit program implemented by the Town of Brookline shall apply to employees covered by this agreement.

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

- 1) Purchase of U.S. Savings Bonds
- 2) Local, State, and National Dues
- 3) Payments to Brookline Credit Union
- 4) Premiums under annuity contract
- 5) Premiums under Employees Group Insurance Plan
- 6) MTA Credit Union
- 7) BEA Supplemental

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

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

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

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

3.10 Group Insurance

- A. The group health insurance plans shall be the Harvard Community Health Plan (HCHP); the HMO Blue Plan with Subscriber Certificate #02-0940, dated 1/1/95, with Rider #18-001 for Chiropractic Coverage, and #12-010 for Student Dependent to age 26; the Blue Choice Plan consisting of the In-Network Coverage (Bay State Health Care) Subscriber Certificate #02-1000 dated 1/1/95 with Rider #10-037 Co-payment Amount, #R13-024 Prescription Drug Coverage, #12-010 Student Dependent to age 26, #18-001 Chiropractic Coverage; and the Out-of-Network Coverage (Major Medical), Subscriber Certificate #02-0860 dated 4/1/95 with Rider #12-027 Student Dependent to age 26; which will provide full group insurance benefit coverage to all eligible employees who choose to participate. The Town will pay 75% of the premium cost of all plans and each participating employee shall pay 25%.

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

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

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

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

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

- C. The BSC shall continue the insurance coverage of any teacher who is on leave with pay (including sabbatical leave). Teachers who are on leave without pay shall be entitled to continue their participation in the group insurance plan, provided they pay 100% of the premium associated with such participation in accordance with a schedule established by the BSC.
- D. The BSC shall make its payments of insurance premiums on the policies set forth above to provide insurance coverage for the full 12-month period commencing September 1 and ending August 31; when necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- E. Life insurance coverage shall be \$5,000. It is understood that the Town shall pay 75% of the premium cost of such coverage and that each participating employee shall pay the remaining 25%.
- F. Health Insurance Coverage for Domestic Partners** - If Massachusetts law governing health insurance which may be extended by municipalities to their employees (e.g., M.G.L. ch. 32B) is amended to permit coverage of domestic partners other than spouses, or if Massachusetts law is changed to permit such coverage if adopted by an appropriate municipal authority, the BSC will provide such coverage as soon as is practicable or, as the case may be, will request that the appropriate municipal authority adopt the legislation.

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

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

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

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

- 3.12 Yearly Record of Attendance** - A yearly Record of Attendance shall be furnished each teacher by September 30 for the preceding school year. This record will include absence for:
- Sick Leave (personal)
 - Administrative Leave (Section 5.4.A)
 - Death in Family
 - Funeral
 - Court Appearance
 - Military reserve
 - Summer School
 - Other reasons (without salary)
- 3.13 New Positions** - During the period while this contract is in effect, the BSC may establish new professional positions and determine the salaries pertaining thereto. The Superintendent shall promptly notify the BEA upon the creation of any new position under this paragraph. If the BSC changes a position, as distinguished from creating a new position, the BSC will negotiate the salary for such changed position with the BEA and will provide a job description to the BEA.
- 3.14 Bias-Free Appointments** - Any appointment, promotion or transfer shall be made without regard to race, creed, color, religion, nationality, sex, sexual orientation, age, marital status and, in accordance with applicable laws, handicap/disability.
- 3.15 Visitation Day** - A candidate shall, if possible, spend at least one visitation day in his/her prospective school or department before being hired.
- 3.16 Promotions** - All qualified professional employees will be given adequate opportunity to apply for any positions normally considered to be above their rank and status. An adequate opportunity to apply for such promotion means that during the school year the entire professional staff shall be promptly notified in writing that a vacancy exists and that any professional employee applying for promotion shall be given full opportunity to interview by persons designated by the Superintendent. The notice shall contain a job description of the vacancy. If the job description or level of compensation for a posted position is changed prior to being filled, the BSC will repost the position, noting the change(s). During the summer vacation, the Director of Human Resources will give written notice of such a vacancy to the BEA President and to any person who has notified the Director of Human Resources in writing that he/she wishes to be informed of such a vacancy. The Director of Human Resources will also post a notice of such vacancy in the BSC offices. The postings made pursuant to this section shall be for at least 10 days. Pending the permanent filling of the position, the BSC may assign anyone to the position temporarily. In the matter of filling such vacancies, the decision of the BSC shall be final.

3.17 Transfers

- A. **Voluntary Transfers** - Any person desiring a transfer shall submit a written request to the Superintendent and the building Principal not later than March 1. Requests shall specify the location or the assignment desired. If a suitable opening exists, any necessary interviews will be arranged. The Superintendent shall endeavor to process requests for transfers as promptly as possible and the proposed transfers must be agreeable to the building Principals involved.

Any person who informs the Director of Human Resources in writing that he/she wishes to be notified of a specific vacancy in a position not normally considered to be above his/her rank and status shall be notified if and when such a vacancy occurs. The Director of Human Resources will honor any request for confidentiality which is contained in such a notice. During the summer vacation period, the Director of Human Resources will notify the BEA President, in writing, and will post a notice at BSC offices concerning any such vacancy.

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

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

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

- A. Each supervisor will jointly determine with each employee in his/her department an agreed upon number of hours for packing. In case of disagreement, the supervisor will make the determination. Once an agreement is established, the employee is free to perform the task at his/her reasonable schedule. These hours are for both packing and unpacking from a staff member's move.
- B. Reimbursement is only to pack boxes and throw old materials away. Employees will not be reimbursed to review items in detail. Employees are not expected to move boxes or

furniture and should use reasonable caution in the packing process to avoid injury. Any individual with a pre-existing concern over potential injury should opt out of the packing process rather than risk injury.

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

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

Article 4 - Conditions of Professional Service

4.1 Work Year

- A. The scheduled school year shall consist of 187 days. The actual number of days that schools are open for children shall not exceed 180. Teachers shall be present for 182 days, two of which shall occur before the beginning of classes in the Fall. Newly employed teachers shall also be present for two additional orientation days prior to the Labor Day weekend. Teachers shall be permitted to work in their classrooms or buildings prior to the opening of school for as many hours or days as the building is open, and to leave at the end of the school year as soon as the individual teacher and his/her Principal or the Headmaster determine that all professional responsibilities have been fulfilled.

Beginning in the 2004-2005 school year, the teachers shall be present for 183 days out of a 188 day scheduled school year. This additional day, which will be for the purpose of professional development, will not be scheduled before the first day or after the last day for students. The activities for this day will be planned by the Deputy Superintendent for Teaching and Learning in collaboration with the Professional Development Council.

The work year for Lab Specialists shall be 190 days. Effective 9/1/04 the work year will be increase to 191 days.

- B. Beginning in the 2006-2007 school year, the work year during which members of this bargaining unit shall be present will be increased by the number of hours equivalent to one additional work day (6 hours). These additional hours will consist of work which is

designed to a) enhance teacher effectiveness and/or b) improve student learning or directly support the lives of students.

The BEA and the BSC shall meet to negotiate an agreement specifying the work that employees will be required to perform during the additional hours. The agreement must specify additional hours to be worked outside the normal school day which are not currently part of the employees' required time commitment and which are hours for which employees do not otherwise receive pay or compensatory time. The parties shall complete these negotiations prior to the close of the 2004-2005 school year. If the parties are unable to reach agreement by that time, then either party may implement statutory impasse procedures pursuant to M.G.L. c. 150E, sec. 9.

If the parties agree that the hours equivalent to one additional work day during which employees are required to work beginning in the 2006-2007 school year will consist of an entire day to be added to the work year, then the parties' agreement can only be implemented by ratification through their respective procedures.

- 4.2 School Calendar** - Unless otherwise mutually agreed, the work year for teachers shall not begin before September 1 and shall not end after June 30. The BSC shall give notice to the BEA of the proposed calendar no later than one week before the December vacation, and, upon request, the BEA and the BSC shall negotiate in good faith before the calendar is publicly distributed or adopted; provided that in the event no agreement is reached by the last regularly scheduled BSC meeting prior to the February vacation the BSC then may adopt and publish the calendar. It is understood that the school calendar shall comply with applicable laws and regulations.

4.3 Teaching Hours and Teaching Loads

A. Teaching Hours

- i. The work day for full-time teachers at the high school will be 6.5 continuous hours between 7:25 am and 3:00 pm. Instruction time will begin no earlier than 7:45 am. Teachers will be present in the building 20 minutes before the start of their first scheduled period. On days when a teacher on an early schedule has an after-school faculty, departmental or IEP meeting, he or she may begin such work day at 7:45 am.
- ii. The work day for full-time teachers in grades K through 8 will be six continuous hours between 7:30 am and 3:00 pm. A teacher will provide structured learning activities for the first 15 minutes of the teacher work day. Instruction will begin thereafter.
- iii. The work day for High School and elementary school librarians will be 7.25 continuous hours between 7:45 am and 4:00 pm. Full-time Library Assistants will be on duty for 8 continuous hours between the hours of 7:45 am and 4:00 pm, including a 30-minute duty-free lunch.

- iv. School adjustment counselors/social workers shall maintain office hours from 8:00 am to 4:00 pm.
- v. The work day for nurses will be 6.5 continuous hours between 7:25 am and 3:00 pm, with a 30-minute lunch break during which nurses are on call for emergencies.
- vi. The work day for the Pre-Kindergarten teachers will be 5.1 continuous hours between the hours of 7:30 am and 2:00 pm or between 11:00 am and 5:30 pm. Four continuous hours of that time will be with students.
- vii. The work day for the Pre-School teachers will be 4 continuous hours between the hours of 7:30 am and 1:00 pm or between 11:30 am and 5:00 pm. Three continuous hours of that time will be with students.
- viii. The work day for full-time Pre-School/Pre-Kindergarten teachers will be the same as full-time grade K-8 teachers.
- ix. The work day for Lab Specialists will be 8 continuous hours between the hours of 7:30 am and 4:00 pm, including a 30-minute duty-free lunch.
- x. The work day for occupational therapists and physical therapists will be 6.5 continuous hours between 7:25 a.m. and 4:00 p.m. with a 30-minute duty free lunch.

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

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

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

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

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

The deadlines in this subsection will be strictly enforced.

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

C. **Impact on Unassigned Periods**

The provisions of Sections 4.3 A., B., and D neither enlarge nor diminish the rights of the parties under Sections 4.3 H., I., J., and K. It is understood and agreed that each high school teacher shall be scheduled for the equivalent of at least 4 standard periods per week as unassigned periods plus X block, exclusive of the one-half hour duty free lunch period per day. It is further understood and agreed that the schedule for the 97/98 school year includes some class meetings that are 1 ½ periods and some that are 4/5 of a period but that each high school teacher shall be assigned a maximum of the equivalent of 20 standard instructional periods and 4 standard periods of other assigned duties.

D. **Notification of change in school schedules**

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

- E. By mutual agreement of the supervisor and member of the bargaining unit, a schedule may be arranged which differs from those set forth in sections A, B and C above provided that the changed schedule may not involve work which begins prior to 7:00 am or ends after 6:00 pm. It is understood that any such arrangements shall be reviewed and evaluated by the member, his/her supervisor and any other appropriate staff after one year.

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

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

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

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

- I. Teachers of K-6 shall have at least one preparation period per day of no less than thirty (30) contiguous minutes, during which they shall not be assigned other duties and which shall be exclusive of the one-half (1/2) hour duty-free lunch period per day. The employee's supervisor shall have the responsibility to schedule preparation and lunch periods.
- J. Teachers responsible for grades 7 & 8 only, will have a minimum of five unassigned periods, exclusive of the one-half hour duty free lunch period per day and will usually be responsible for a homeroom.

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

L. Meetings, Conferences and Office Time

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

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

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

N. Student Load

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

O. Special Education Workload

A special education teacher may apply to his/her principal or, in the case of the high school, the Special Education Coordinator, for up to six (6) hours per quarter of duty-free time for the purpose of completing required paperwork.

4.4 Extra-Curricular Duties

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

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

4.6 Attendance and Participation in Meetings

- A. Attendance and participation in meetings called by appropriate school officials are professional responsibilities. Reasonable effort shall be made to avoid scheduling more than 38 meetings for any teacher. An agenda shall be sent to each participant three school days before the meeting. Although under normal circumstances meetings shall not exceed one hour, participants and conveners should understand that the meeting might take longer and should make every effort to remain. Special interest groups (e.g. BEA, etc.) will schedule meetings at their own discretion. While the decision to attend any particular meeting shall be left to the individual's professional judgment, such judgment is to be fairly and reasonably exercised. As a matter of normal courtesy, the teacher is expected to notify his/her appropriate supervisor if unable to attend.
- B. Except in an emergency, teachers in grades K-6 do not have to attend curriculum meetings for the first nine workdays of the school year or during June.
- C. As part of the 38 meetings listed in paragraph A above, teachers shall attend four (4) two-hour meetings. Such meetings will be noted on the calendar at the beginning of the school year and will normally be scheduled on the same day of the week as staff meetings. Teachers are expected to arrange their schedules so that they will be in attendance for the full two-hour meetings. The administrator convening the meetings may excuse an individual teacher from attending all or part of a meeting because of urgent and compelling personal reasons.

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

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

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

4.10 Health and Safety.

- A. A joint committee (JC) consisting of two representatives each designated by the BSC and BEA will be established. The JC shall determine whether additional members shall be added. The JC will review existing health and safety policies and will develop recommendations to the BSC for establishing procedures designed to help identify problems relating to health and safety and to assure prompt investigation and, as appropriate and feasible, corrective action.
- B. The BSC agrees to maintain a healthful and safe work place. Disputes hereunder shall be subject to the grievance procedure but shall not be arbitrable. The parties will utilize a mutually agreed upon private mediator to assist in reaching agreement on unresolved disputes. The cost will be shared equally by both parties.

4.11 Class Size Report – The Director of Human Resources will provide to the BEA by October 30 and February 28 of each school year a comprehensive report on elementary class size and composition.

Article 5 - Leaves of Absence

5.1 Sick Leave

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

- ii. An employee may use up to 12 of his/her earned but unused paid sick leave days per year for a serious health condition of a family member as defined in the FMLA (spouse, child, parent) or of any other relative who is a permanent member of the employee's household or a domestic partner of such employee or for the birth or adoption of a child. If an employee is eligible to use 12 paid FMLA days for the birth of a child, earned but unused sick leave days can be taken subsequent to any sick leave taken for the birth mother's period of disability.
 - iii. An employee may use up to 3 of such 12 earned but unused paid sick leave days per year (and/or administrative leave days under Article 5.4A) in case of illness of such family member or other relative which is less than a "serious health condition." If the family member who is ill does not reside in the employee's household, it is expected that such leave will be utilized for the purpose of providing needed care and/or attendance to such person where such care is not otherwise available.
- H. The provisions of the Massachusetts Workers' Compensation Act shall apply to nurses who are absent due to injuries and/or illnesses covered by that Act to the extent permitted by action of the Town Meeting.

5.2 Sick Leave Bank

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

- A. All deposits to the Sick Leave Bank are to be voluntary.
- B. All deposits must be made in writing no later than October 15 of each year.
- C. All teachers joining the staff after the opening of school will have 30 days in which to contribute to the bank if they so desire.
- D. Only those who deposit to the bank may be permitted to withdraw from the bank.
- E. All requests for withdrawal from the bank must be accompanied by the reason and approved by the Sick Leave Bank Committee.
- F. The number of days requested from the bank must be specified at the time of initial request.
- G. Any request for extension of days after the initial request from the bank will be reviewed by the Sick Leave Bank Committee and granted accordingly.
- H. The Sick Leave Bank Committee may request an attending physician's statement regarding the nature of the illness of the applicant and the anticipated period of absence.

- I. The borrower is required to repay 25% of the number of days. This amount may be adjusted by the Sick Leave Bank Committee dependent upon the total days available in the bank.
- J. No days may be withdrawn from the Sick Leave Bank for use by any reason other than illness. Days may not be withdrawn to permit a teacher to stay at home for other members of a family. In the event of a new contract and/or an extension of the existing one, the balance of days in the Sick Leave Bank are to be carried over to succeeding contracts.
- K. During the first year of employment, a teacher may not withdraw more than 90 days from the Sick Leave Bank.

5.3 Medical Documentation Protocols

- A. **Health Care Provider's Letter.** If requested by the Director of 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 BSC, 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 BSC may not request additional information from the employee's health care provider. However, the BSC, 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 BSC has reason to doubt the validity of a medical certification, the BSC may require, in writing, the employee to obtain a second opinion at the BSC's expense. The BSC 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 BSC 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 BSC 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 BSC and the employee. The BSC 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 BSC does not attempt in good faith to reach agreement, the BSC 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 BSC 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 BSC 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 BSC 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 BSC are to be mailed to the employee within two business days of the BSC's receipt.

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 Director of Human Resources and their respective confidential secretaries. Both parties reserve all rights under law with respect to privacy of medical information.

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

5.5 Leaves of Absence with Pay

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

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

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

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

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

C. Bereavement

- i. Teachers shall be granted leave of absence with pay for not more than five days (not necessarily in Succession) on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law, or parent-in-law, whether such relative was a member of the teacher's household or not. Pay for absence not to exceed five (5) days shall also be allowed on account of death of any other relative who was a permanent member of the teacher's household, or another person with whom said teacher resided.
- ii. Teachers shall also be paid full salary for an absence not to exceed one day to attend the funeral of a first cousin, grandparent, grandchild, brother-in-law, sister-in-law, aunt, uncle, nephew, or niece.
- iii. For purposes of this section C, domestic partner shall be treated on the same basis as a spouse.

D. No salary deduction shall be made in case of absence by reason of being called to appear in court or other tribunal on business concerning the Brookline Public Schools.

E. Each member of the professional staff covered by this Contract who is a member of a state or national reserve complement shall be entitled to up to ten (10) days each school year to serve with said reserve unit. The BSC agrees to pay the differential between military pay and the teacher's salary when the former is smaller, during this period of temporary active duty. Every effort shall be made by a teacher in cooperation with the Superintendent to arrange for the fulfilling of active duty reserve obligation at times other than when schools are in session.

F. If a teacher's attendance at summer school is required by the BSC and if said summer school begins prior to the end of the teacher's work year, he/she shall be released in sufficient time to commence attending the summer school according to schedule without loss of pay.

G. **Jury Duty** - No teacher shall suffer a loss of salary to which he/she would otherwise be entitled for performing jury duty. The Director of Human Resources will request exemption from jury duty in accordance with applicable laws. Teachers who are not excused from jury duty must notify the Director of Human Resources and exercise any rights they have to seek to reschedule their jury duty service at a time not in conflict with the school calendar. If a teacher complies with this section but is required to perform jury duty service on days he/she otherwise would have worked, such days shall not be charged to any other type of leave.

H. **Work-Related Injury or Illness.** An employee who is absent due to a work-related injury or specified work-related illness shall submit a copy of the accident report and supporting medical documentation to the Superintendent or his/her designee who will investigate the incident and present the information to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall advise the Superintendent or his/her designee regarding coverage for such absence without loss of pay or sick leave according to the following guidelines of the BSC. The decision of the Superintendent or his/her designee is final and is not subject to the grievance procedure.

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

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

5.6 Leaves of Absence without Pay

A. Association Leaves

- i. **Unpaid Leave for Certain BEA Officers.** With the approval of the Superintendent, up to three (3) members of the professional staff (comprised of both Units A and B), designated by the BEA shall, upon request, be granted leaves of absence for not more than two (2) years without pay for the purposes of serving as elected officers of the Association at the state or national level. Upon return from such leave, a teacher shall be considered as if he/she were actively employed by the BSC during the leave and shall be placed on the salary schedule at the level he/she would have achieved, had he or she not been absent.

ii. **Paid Leave for BEA President**

- a. A full time paid leave of absence shall be granted annually to the BEA President in each year of this Agreement for the purpose of conducting BEA business. The BEA 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 BEA President's salary. In any year when there are no new hires, the parties will use the average salary calculated from the prior year, adjusted by the percentage change on the salary schedule for the year of no new hires.
 - b. The BEA must notify the Superintendent by March 1 of the intention of the BEA President not to return to active employment in his or her bargaining unit the following school year.
 - c. The classroom re-entry procedures applicable to the BEA President in office on March 1, 2000 are set forth in a side letter dated March 22, 2000. Classroom re-entry procedures applicable to a subsequent Union President who has been absent from a classroom for more than four consecutive years while on Union President leave will be subject to negotiations between the parties in a successor agreement.
- B. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corps, VISTA, Massachusetts Teacher Corps, or serves as an exchange teacher, and is a full-time participant in any such program. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the BSC during the leave and will be placed on the salary schedule at the level he/she would have achieved had he/she not been absent.
- C. Leaves without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the of the United States. Upon return from such leave, a teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence, up to a maximum of four years.
- D. A leave of absence without pay or increment of up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the BSC.
- E. After four (4) years continuous employment in the Brookline School System, a teacher may be granted a leave of absence without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence. Any teacher whose personal illness extends beyond the period compensated shall be granted such a leave of absence.

- F. A leave of absence of up to one (1) year shall be granted to any teacher not eligible for Sabbatical Leave as provided for in Section 5.10.B of this Contract for purposes of engaging in study or for cultural travel or work programs related to his/her professional responsibilities. Upon return from such work, a teacher shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
- G. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return, and he/she shall be assigned to a position equivalent to the one which he/she held at the time said leave commenced.
- H. Other leaves of absence without pay recommended by the Superintendent may be granted by the BSC.

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

5.8 Child-bearing Leave

- A. Employees shall be granted leaves of absence for reasons of childbearing in accordance with applicable federal and state laws.
- B. A teacher on child-bearing leave may apply unused sick leave only for those days on which she is actually incapacitated and unable to work due to disability resulting from pregnancy or recovery therefrom, except as provided for in Article 5.1.G.ii.
- C. Summer births
 - i. Sick Days. An employee granted child-rearing leave is paid via use of sick days only when the employee is actually incapacitated and unable to work due to disability resulting from pregnancy, birth and/or recovery therefrom 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 therefrom that extends into the work year (e.g. a delivery date of June 2 or August 25), the employee will be paid via use of sick days, even if the employee takes the rest of the school year off on child-rearing leave
 - ii. Paid Family Leave. If an employee is eligible to use 12 paid FMLA days for the birth of a child pursuant to Article 5.1.G.ii, the employee is entitled to the 12 paid days of FMLA Leave even if the period of incapacity related to the birth does not extend into the school year and/or the employee is to take the rest of the year off.

- iii. Sick Time, Longevity, Seniority Accrual. An employee does not accrue sick time, seniority, or longevity, for any year in which the employee is paid solely on sick time or the 12 FMLA days, i.e. the employee actually has to work sometime during the year to accrue sick time, seniority, or longevity.

5.9 Child-rearing Leave

A. Entitlement. Any teacher with professional status or nurse with three years of continuous service will be granted a leave of absence without pay for up to two years for the purpose of childrearing. It is understood that teachers on leave will return on September 1 unless prior agreement has been made with the Superintendent. 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 BSC no later than five calendar months before the expected delivery date.
- ii. In the case of adoption, the employee is to request the leave once the employee's home study has been completed and notarized.
- iii. Employees wishing to take a child-rearing leave that starts the school year after the birth year shall give notice by February 1.

C. Adverse Circumstances. In the case of the termination of the pregnancy for any reason or the death of a baby during a child-bearing or child-rearing leave of absence, the BSC will grant the request of the employee to return to work earlier than anticipated.

D. BSC's Discretion. The granting of a child-rearing leave is not subject to the BSC's discretion (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 the following September; and
- iii. the employee is a teacher with professional status; a nurse, occupational therapist or physical therapist with three years of continuous service; and
- iv. the leave is for the employee's entire position (i.e. not part-time); and
- v. submission deadlines are met.

All other child-rearing requests may be granted at the BSC's reasonable discretion.

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

5.10 Sabbatical Leave Policy

A. Policy

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

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

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

B. Eligibility

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

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

D. Application for Leave

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

E. Selection Procedure

- i) In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. Similarly, consideration shall be given to the reasonable and equitable distribution of the applications among the different schools, grade levels, departments and administrative staff.
- ii) Personnel to be granted sabbatical leave shall be selected by a standing committee of three members consisting of the Superintendent of Schools, who shall act as Chairman, the Director of Human Resources, and the President of the BEA or his/her designee.
- iii) If the number of the professional staff in Units A and B combined who apply for sabbatical leave in any year exceeds one percent, then selections of teachers for sabbatical leaves will be made from the following groups.
 - a) Professional staff with extremely long periods of service without sabbatical leave who require retraining in order to serve effectively.
 - b) Professional staff who wish to upgrade skills in accordance with a plan for improved teaching efficiency or improved classroom practices.
 - c) Professional staff who will undertake new or revised duties in accordance with a request from the administrative staff or the BSC.
 - d) Professional staff who are engaged in a significant research study which will benefit the Brookline Schools or education in general.
 - e) Professional staff whose sabbatical study will lead to an advanced degree.

- F. **Subsequent Service** - Prior to granting such leave, teachers shall enter into a written agreement with the BSC that upon termination of such leave he/she will return to service in the Public Schools of Brookline for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the Town of Brookline an amount equal to such proportion of salary received by him/her while on leave as the amount of service agreed to be rendered, unless such teacher is incapacitated, has been discharged or has been released for good and sufficient reasons by the BSC from this obligation.
- G. **Professional Teacher Status and Pension Status** - Contributions to the retirement fund by the teacher shall continue through the period of sabbatical leave and shall be credited for service in accordance with the practices of the Massachusetts Teachers Retirement System. Professional teacher status privileges and salary increments shall continue just as they might in normal employment.
- H. **Illness or Accident** - Should the program of study or research being pursued by the teacher on sabbatical leave be interrupted by serious accident or illness (verified by the Superintendent) this unforeseen fact shall not be considered as a breach of the contractual agreement nor prejudice the teacher against receiving all rights and benefits provided for under the terms of the sabbatical leave policy, providing the Superintendent was notified of such accident or illness by registered letter within 15 days of its occurrence.
- I. **Forfeiture of Leave** - If the teacher on sabbatical leave is not fulfilling the purpose for which the leave was granted in the opinion of the Superintendent, the Superintendent shall report this fact to the BSC. The BSC may terminate the leave of absence as of the date of its abuse as determined by the Superintendent. In the event such leave is terminated, the teacher will return to active duty as assigned by the Superintendent.
- J. **Return to Active Duty** - A teacher on sabbatical leave for the first semester of any school year shall notify the Superintendent in writing on or before December 1 of that year of his/her intention to return to duty the following semester. If leave has been granted for the second semester or the entire school year, the teacher shall give such notification on or before April 1.
- K. **Reinstatement**
- i) Upon the termination of the sabbatical leave, the teacher who has complied with the regulations set in the aforementioned paragraph shall be reinstated in the position he/she held at the time such leave was granted or an equivalent position, unless he/she shall agree otherwise.
 - ii) The teacher shall, at the expiration of his sabbatical leave present satisfactory evidence that the period of leave has been utilized in good faith for the purpose of which it was granted before the aforementioned reinstatement is exercised.

L. Salary

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

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

Article 6 - Evaluation and Supervision

6.1 Evaluation and Supervision

- A. The Annual Report of Teacher Effectiveness will be based upon the Brookline Principles of Effective Teaching and Examples of Descriptors (Appendix D, 4th through 10th page). The annual report for nurses will be based upon the Brookline Principles of Effective Nursing and Examples of Descriptors (Appendix D, 11th through 15th page). The annual report for occupational therapists and physical therapists will be based upon the Brookline Principles of Effective Occupational and Physical Therapy and Examples of Descriptors (Appendix D, 16th through 18th page). The procedure for evaluation shall be as set forth in Article 6.2.
- B. Annual Reports and Progress Reports, as described in Article 6.2 and Appendix D, must be submitted by principals in the Elementary Schools and by secondary curriculum coordinators in the High School (in cases where there is no secondary curriculum coordinator, by the Headmaster). Annual Reports and Progress Reports may be submitted by Curriculum Coordinators, Deans, Headmaster and/or Director of Human Resources.

Occupational therapists and physical therapists shall be evaluated by Special Ed. and/or Early Childhood Coordinators unless assigned to a building administrator or senior administrator by the Superintendent.

Deans will cooperate in requested evaluations of pre-professional teachers in accordance with practices followed by housemasters in the past.

Upon the request of the headmaster, a dean will conduct an evaluation of a teacher with professional status following the procedures established in the contract. Absent unforeseen circumstances, the headmaster will attempt to notify the deans about such teachers at the beginning of the school year.

- C. The BSC and the BEA endorse the concept of student/teacher interaction and encourage teachers actively to seek and use student evaluation. All teachers may be required to administer the student evaluation form adopted by the BSC. The completed forms may be reviewed by a teacher with his/her supervisor at either's request provided that a teacher shall not be required to review or share the completed form with his/her supervisor.

A committee consisting of an equal number of representatives of the BSC and the BEA, may be convened during the terms of this contract at the request of the BSC, to study the issue of student evaluation of teachers and to make recommendations to the BSC relating to the process of student evaluation. The student evaluation process described herein shall not be changed during the term of the agreement unless otherwise mutually agreed by the BSC and the BEA.

- D. The BSC encourages continual peer observation-supervision at all levels for the purpose of mutual sharing, developing and examining of teacher styles, approaches and techniques.

- E. When it becomes necessary to engage teachers in the formal evaluative process (by request from evaluators or the teacher being evaluated), then the following formula should be used:

- i. In the High School, the consensus of the teacher's department shall determine the selection of one peer evaluator, and the consensus of the high school shall determine the selection of additional peer evaluators.
- ii. In the Elementary Schools, the teacher involved in peer evaluation will be determined by a consensus of the building faculty; or in the case of seventh and eighth grade specialist, by a consensus of the Town-Wide Department.
- iii. In both cases the number of peer evaluators and administrators shall be equal.
- iv. For teachers with Professional Status, supervisors and evaluators always have the possibility of initiating a request for another evaluator (administrator or peer).

- F. The BSC encourages self-evaluation by teachers with pre-professional status and teachers with professional status. The mechanism for this might be either a checklist filled out by the teacher or an Annual Report of Teacher Effectiveness completed by the teacher. Self evaluation can be requested by either the teacher or the supervisor. It may be followed up by conference if it is desired by either party.

- G. It is strongly suggested that supervisors provide for visitations by teachers within departments, among departments, and among buildings and other school systems. Also, supervisors are encouraged to provide in-service workshops for teachers.

6.2 Procedure for Evaluation

- A. **Frequency of Evaluation** - Teachers with pre-professional status will be evaluated every year and teachers with professional status will be evaluated every other year. For the remainder of Article 6.2, references to teachers with professional status refer only during their year of evaluation.
- B. **Orientation** - In September of each year, all teachers with professional status and teachers with pre-professional status will meet with supervisors for an orientation of the evaluation procedures. It is the intent of this meeting to allow all staff the opportunity to enter the evaluation process with full and open knowledge of what the process is.
- C. **Pre-Evaluation Conference** - On or before October 15, supervisors shall meet with all teachers with pre-professional status. On or before December 1, supervisors shall meet with all teachers with professional status. These pre-evaluation conferences will address goals for the year, strengths of the teacher, relationships between current and previous evaluations and support available.
- D. **Classroom Observations**
- i. There will be one announced, formal classroom observation for each teacher with pre-professional status and for each teacher with professional status. Each formal classroom observation will be at least thirty (30) minutes in length for elementary teachers and a full period for secondary teachers.
 - ii. Supervisors may informally observe teachers at any time.
- E. **Pre-Observation Conference** - A pre-observation conference may take place prior to a formal classroom observation. Requests for these conferences may be made by either the supervisor or the teacher.
- F. **Post-Observation Conference** - A post-observation conference shall be held within seven (7) work days of the classroom observation, unless the supervisor and the teacher agree to waive the seven (7) day time line and arrange another mutually convenient date. A classroom observation report shall be completed at or after the post-observation conference. A copy of the completed observation form, signed by the teacher and the supervisor, will be given to the teacher.
- G. **Staff Progress Report** - Each teacher with pre-professional status shall receive a Staff Progress Report (Appendix D, 3rd page) three times a year, normally every two months. For teachers with professional status, Staff Progress Reports may be used if desired.

H. **Annual Reports of Teacher Effectiveness** - An Annual Report of Teacher Effectiveness (Appendix D, 2nd page) will be made prior to February 15 each year for every teacher with pre-professional status except that the Superintendent can extend the period to a date not later than March 15 when, in his/her judgment, there is good reason for doing so. An Annual Report of Teacher Effectiveness will be made prior to May 1 of each year for every teacher with professional status.

Each teacher shall receive a copy of his/her report and have the right to discuss the report with his/her superior and submit his/her own comments within ten days. It is expected that the evaluator will have conferred periodically with the teacher concerning his/her progress before the submission of the Annual Report of Teacher Effectiveness.

I. **Non-renewal of teachers with pre-professional status** - A teacher with pre-professional status shall be notified, in writing, on or before April 15 if he/she is not to be employed for the following school year. If, however, the teacher is to be reinstated, s/he shall be duly informed of such action in writing by the administrator making the decision or the Director of Human Resources, whichever is appropriate.

J. **Out-Of-Cycle Evaluation** - Any teacher with professional status may be evaluated out-of-cycle. On or before October 20, the supervisor will provide the teacher with the substantive reasons for undertaking the out-of-cycle evaluation, and it is understood this action does not necessarily imply a negative evaluative finding. This decision to undertake an evaluation out of cycle, though grievable, shall not be subject to arbitration.

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

6.3 Duration of Evaluation System - For the duration of this Agreement, i.e., through August 31, 2006, present system-wide practices concerning evaluations will continue in effect.

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

6.5 Personnel File - Each teacher shall have the right to review and make copies of the contents of his/her personnel file originating after initial employment and to have a representative of the BEA accompany him/her in such review.

6.6 Derogatory Material - Should any material which the BSC shall consider to be derogatory be placed in the teacher's personnel folder, then the teacher involved will be given the opportunity to review same prior to its placement in the personnel folder. The employee shall initial such material prior to its insertion. The employee's initials do not signify agreement with the contents but rather serve as evidence that the employee has seen the material in question. If the teacher chooses to do so, he/she may submit any statement concerning the derogatory material; and if he/she so desires, said statement shall be filed with the alleged derogatory material in the teacher's personnel folder. If such material may result in discipline or otherwise affect the teacher's status, it shall be sent to the teacher involved within twenty (20) school days. It is understood that the BSC will make an appropriate investigation before inserting derogatory material into an employee's file. In addition, with regard to nurses, any complaint to any school official regarding the performance of a nurse which the school official believes could affect the nurse's employment status, shall be called to the attention of the nurse involved within 7 working days.

6.7 Academic Freedom

- A. Every teacher shall have the right to active citizenship, to participate in any political activity or to run for public office.
- B. The teacher may, with the approval of the Principal or Secondary Curriculum Coordinator, introduce additional materials to be used or presented in the classroom.

6.8 Professional Development and Educational Improvement

- A. The BSC shall pay reasonable expenses, in accordance with normal practice, for a teacher requested to attend a workshop or seminar.
- B. Vouchers for courses shall be given preferentially to the cooperating teachers who have earned them. Upon request of the BEA, the Director of Human Resources and a representative of the BEA will review the availability and distribution of vouchers in December and May of each school year.
- C. **Professional Development Council** - 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-classroom specialist (e.g. social worker, guidance counselor), one member from Unit B, and one paraprofessional. The BEA shall appoint one member of the Council. The Deputy Superintendent, after consultation with the BEA, will appoint the remaining members of the Council.

- 6.9 Employee Assistance Program** - Members of this bargaining unit and their household members will have access to a confidential employee assistance program that provides assessment and referral services as well as short-term counseling.
- 6.10 Evaluation of Administrators** - Staff members are encouraged to provide feedback directly to supervisors. However, any staff member may submit a report regarding his/her supervisor at any time during the school year. This report shall be signed by the sender and submitted to the Director of Human Resources and to the concerned supervisor..
- 6.11 Discipline with Discretion**
- A. 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 BEA representation.
 - B. The administrator shall exercise reasonable discretion in the manner in which s/he disciplines an employee. When an administrator criticizes or disciplines an employee, those discussions shall not occur in the presence of parents, students or other employees not superior to the employee.
- 6.12 Joint Committee on Evaluation Standards for Specialists** - The BEA and the BSC agree to establish a joint committee composed of a mutually agreed upon number of designees of each party to develop recommendations for Evaluation Standards for the following specialists: guidance counselors, social workers, psychologists, speech and language therapists, librarians. The committee may also recommend changes to the existing evaluation standards in order to accommodate these specialists. This joint committee will be convened no later than October 31, 2003 and will forward their recommendations to the President of the BEA and the Director of Human Resources of the Brookline School Department no later than March 1, 2004 for finalization through the collective bargaining process.

Article 7 - Just Cause

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

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

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

Article 8 - Conditions of Development and Implementation of Educational Programs

- 8.1 Policy Recommendations** - The BEA and the BSC desire to encourage the active participation of the teachers in the development and implementation of the best possible programs for the children of Brookline, including State and Federal Aid Programs. The Faculty Representative Council as the standing committee of the BEA may make recommendations to the Superintendent in regard to such programs. The Superintendent or his/her designee shall acknowledge and review such recommendations and meet with the Faculty Representative Council to discuss them.
- 8.2 Policy Review** - Before a new policy is recommended to the BSC, it shall be presented to the Faculty Representative Council for their response within a week thereafter.
- 8.3 In-Service Training** - Teachers who wish to make suggestions for in-service training programs are encouraged to do so by submitting any such suggestions to a TATF subcommittee consisting of two representatives from Units A and B combined designated by the BEA and two designated by the BSC.

Article 9 - Grievance Procedure

- 9.1 Definition of Grievance** - Any claim by the BEA or a teacher that there has been a violation, misinterpretation or misapplication of the terms of this contract or a violation of any established policy or practice shall be a grievance. As used in this section the words "established policy" shall mean a policy which is established by the BSC and which may be changed by the BSC from time to time pursuant to the powers conferred upon the BSC by law.
- 9.2 Time Limits** - During the school year the time limits specified in this article shall mean school days. During the summer recess the time limits shall mean calendar days exclusive of Saturdays, Sundays and legal holidays. The time limits specified in this article shall be considered maximal unless extended by mutual agreement in writing.
- 9.3 Level One** - A teacher with a grievance shall present it within thirty (30) days after the occurrence giving rise to the grievance or after the teacher, using due diligence should have become aware of such occurrence, to his/her Principal, the Headmaster or his/her immediate supervisor, in writing on a standard form, either directly or through the BEA. If the occurrence which gives rise to the grievance was the result of a decision or an action of the Superintendent, the Level One grievance shall be presented to him/her.
- 9.4 Level Two** - If the grievance is not resolved to the satisfaction of the grievant within five (5) days after submission at Level One, the employee may present the written grievance to the BEA's Grievance Committee within five (5) days thereafter. The Grievance Committee shall review the grievance with the aggrieved and give its decision to the employee within five (5) days after receipt of the grievance. The BEA Grievance Committee may present the grievance in writing to the Superintendent within five (5) days thereafter.

- 9.5 Level Three** - If the grievance is not resolved to the satisfaction of the grievant or the BEA within five (5) days after submission at Level Two, the teacher or the BEA may present the grievance in writing to the BSC within five (5) days thereafter.
- 9.6 Level Four** - If the grievance is not resolved to the satisfaction of the BEA within fifteen (15) days after submission at Level Three, the BEA may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within twenty (20) days thereafter.
- 9.7 Resolving Grievances** - If (a) a grievance is submitted at Level One, (b) it is not resolved to the satisfaction of the grievant or the BEA within five (5) days after such submission, and (c) at the end of the said five (5) days there are less than fifty (50) days remaining before the expiration of this contract, then the grievant or the BEA may present the grievance in writing to the BSC at Level Three within ten (10) days thereafter. No grievance originally presented during the term of this contract shall lapse by reason of the termination of this contract, unless such a grievance could not be a grievance under the successor contract. For the purposes of resolving any grievance to which the preceding sentence applies, the terms of this contract shall be deemed to remain in effect until such grievance is finally resolved. The foregoing sentence shall not be construed as extending the term of this contract for any other purpose or any other circumstances.
- 9.8 Arbitrability** - BSC decisions on any question of educational policy or any decision regarding contract renewal, reappointment or dismissal of a teacher with pre-professional status shall not be subject to arbitration. No Arbitrator shall have any power to alter, add to or detract from the provisions of this Agreement.
- 9.9 General Provisions**
- A. The BEA shall have the right to use in its presentation at any level of this grievance procedure any representative(s) of its own choosing.
 - B. The expenses of any arbitration under this Article shall be borne in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 - C. All decisions at Level Two and Three of the Grievance Procedure shall be in writing and shall be promptly presented to the grievant or the BEA.
 - D. The attendance of any teacher at a grievance hearing, whether as the grievant, as a person asked to furnish or verify facts or as a representative of the BEA, shall be regarded as a professional responsibility to be performed without loss of pay.
 - E. The parties agree to make reasonable attempts to resolve grievances informally before they are presented at Level One.

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

Article 10 - BEA Rights and Privileges

10.1 Use of Buildings and Facilities

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

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

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

10.3 Information on New Hires - The BEA shall receive from the Superintendent the names of all new teachers by the opening of school. The BSC shall provide the President of the BEA monthly with the name of employees in the bargaining unit hired during that month, where the new employee has been assigned, the new employee's years of experience and what the new employee's pay scale is.

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

10.5 BEA Days - Teachers and building representatives of the BEA may request and they may be granted educational leave to attend meetings and workshops held by the local, state, or national associations. The BEA shall be allowed an aggregate of thirty (30) such days for all persons in Units A and B and the Paraprofessional Unit each school year. At the end

of the 2003-2004 school year and any school year thereafter, up to ten (10) unused days will be added to the thirty (30). At no time shall the total days exceed 40.

10.6 Agency Service Fee

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

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

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

Article 11 - Reductions In Force ("RIF")

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

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

- A. Paid leaves of absence shall count toward the accrual of seniority.
- B. Approved unpaid leaves of absence of fewer than forty-one (41) consecutive working days shall be counted toward the accrual of seniority.
- C. Approved unpaid leaves of absence of longer than forty (40) days shall not constitute a break in service, but time spent on such leave shall not count toward accrual of seniority.
- D. Those employees hired prior to September 1, 1999 will accrue seniority as follows:
 - i. The years in which a person was on leave of absence but worked .2 or more for the entire year will be counted as a year of seniority.
 - ii. Full-time unpaid leaves of absence taken for part of the year will be deducted from seniority and longevity.

- E. Those employees hired on or after September 1, 1999 will accrue seniority as follows:
- i. Anyone working .5 or more in a given year will receive one year toward seniority. Anyone working less than .5 but .2 or more for the entire year shall receive .5 for the year they are working toward seniority. This means the difference between their date of hire and longevity date in each of these years would be six months.
 - ii. This arrangement includes people who are working less than full time due to a LOA and those with less than full time PTS.
 - iii. Full-time unpaid leaves of absence taken for part of the year will be deducted from seniority.
- 11.2** For purposes of this Agreement, seniority shall be defined as length of continuous service in the Brookline Public Schools in years, months and days from the most recent date of hire.
- A. Paid leaves of absence shall count toward the accrual of seniority.
 - B. Approved unpaid leaves of absence of fewer than forty-one (41) consecutive working days shall be counted toward the accrual of seniority.
 - C. Approved unpaid leaves of absence of longer than forty (40) days shall not constitute a break in service, but time spent on such leave shall not count toward accrual of seniority.
- 11.3** In the event it becomes necessary to reduce the number of employees within the school system, then no teacher with professional status shall be laid off if there is a teacher with pre-professional status serving in a position that a teacher with professional status is qualified to fill.
- 11.4** If, in the application of this Article, it is necessary to determine the seniority order of two or more employees with the same seniority credits, the following procedure shall apply in the following order: (a) a full-time employee shall be deemed senior to a part-time employee; (b) the employee with the most experience as a substitute employee in the discipline will be deemed senior to the other employees; or if necessary, (c) a lottery shall be conducted in the presence of the Director of Human Resources and the President of the BEA, or their designees, to determine the order of seniority among such employees.
- 11.5** In the event that layoffs of teachers with professional status become necessary, the following procedures shall be employed:
- A. The least senior teacher in an affected discipline area shall be reduced and subsequent reductions within the affected discipline area shall be in reverse order of seniority.

- B. If an employee's evaluation, prepared in accordance with Sections 6.2 and 6.3 of the Collective Bargaining Agreement shows that the employee's performance was unsatisfactory during the year preceding the year in which the decision to reduce forces takes place, such employee shall be evaluated again prior to the time that the reduction is implemented. If the employee's performance evaluation continues to be unsatisfactory, then that employee shall be deemed to be the least senior employee in his/her discipline, for purposes of this provision. Upon return to satisfactory performance, the affected employee shall be restored to his/her regular place on the seniority list.
- C. An employee laid off from an affected discipline area may replace a less senior teacher in another discipline area provided that he/she is certified/licensed and qualified to teach in the new discipline. The following shall be the criteria employed by the BSC in determining qualifications:
- i. prior teaching experience in the new discipline;
 - ii. major and minor fields of college study (as shown by official transcript);
 - iii. recent college-level course work in the new discipline's subject area (s);
 - iv. related experience outside the field of education.
- D. If there is a dispute concerning whether the BSC employed the above criteria in the determination of qualifications, then a joint committee, consisting of two (2) BSC members or their designees and two (2) BEA members (appointed by the BEA President) shall review the decision and shall attempt to resolve the dispute. In the event that the joint committee cannot reach agreement, the matter will be referred to expedited arbitration pursuant to Article 11.14 of this provision.
- E. For purposes of this provision, discipline areas shall be as follows:
- i. Early Education
 - ii. Elementary K-6
 - iii. Performing Arts K-12
 - a. Vocal Music
 - b. Instrumental Music
 - c. Dance
 - d. Drama
 - iv. Language Arts/Specialists K-6
 - v. Physical Education K-12
 - vi. Computers 7-12
 - vii. Special Education K-12

- viii. English Language Learners (formerly Transition Bilingual Education/ESL)
- ix. English 7-12
 - x. Mathematics 7-12
 - xi. Social Studies 7-12
 - xii. Foreign Language 7-12
 - a. French
 - b. Spanish
 - c. Latin
 - d. German
 - e. Chinese
 - xiii. Science 7-12
 - a. Biology
 - b. Chemistry
 - c. Physics
 - d. Earth Science/Physical Science
 - e. General Science
 - xiv. Home Economics 4-12
 - xv. Industrial Arts K-12
 - xvi. Visual Arts K-12
 - xvii. Occupational Education
 - a. Business education/marketing
 - b. Early childhood education
 - c. Food service careers
 - d. Horticultural/Conservation
 - xviii. Guidance K-12
 - xix. School Adjustment Counselors/Social Workers K-12
 - xx. Speech and Language Therapists K-12
 - xxi. School Psychologists K-12
 - xxii. Library Science K-12
 - xxiii. Health
 - xxiv. Nurses

- xxv. Associate Deans
- xxvi. Occupational Therapists K-12
- xxvii. Physical Therapists K-12
- xxviii. African-American Scholars Leader
- xxix. Vision Specialists
- xxx. Lesley Internship Coordinator
- xxxi. Hearing Specialists (when applicable)

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

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

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

- a. prior teaching experience in the new area/level (K-6/7-12)
- b. major and minor fields of college study (as shown by official transcript);
- c. recent college-level course work in the new area/level's subject area (s);
- d. related experience outside the field of education.

If a teacher in a K-12 discipline area, a guidance counselor, school adjustment counselor, school psychologist or speech and language therapist is moving from the 7-12 area/level to the K-6 area/level or vice versa as the result of a RIF, the Superintendent shall have the right to have an evaluation made in the first year the employee assumes the new position, that evaluation being based upon a set of goals and objectives agreed upon between the BEA and the Superintendent prior to the person assuming the position. This evaluation procedure shall be based on the same progressive procedures currently used to judge the status of teachers with pre-professional status. The BSC and BEA will arrange in advance to provide any counseling/assistance which the parties deem helpful.

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

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

Beginning on October 30, 2004, the BSC agrees that any published seniority list will contain the names of all pre-professional status staff members.

- 11.10** When a RIF is to take place, the BSC shall give written notice to the affected teachers with professional status by certified mail, return receipt requested, no later than May 15 preceding the effective date of the reduction. If, however, the RIF of any individual teacher is rescinded before the effective date of the reduction and the teacher is to be reemployed, the Director of Human Resources shall so inform the affected teacher in writing.
- 11.11** An employee affected by this Article will, for 27 months for employees with more than 5 years of service, and 15 months for employees with 5 years of service or less following the effective date of layoff, retain recall rights to fill a vacancy within the employee's discipline. In the event of a vacancy, the most recently affected employee who has recall rights within the discipline will be offered the position created by the vacancy up to the level (part-time or full-time) such employee held at the time of layoff. Recall notices shall be sent by certified or registered mail to the employees.

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

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

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

11.13 To the extent permitted by applicable law, laid-off employees may continue group health and life insurance coverage during the recall period, as provided by the BSC to members of the bargaining unit, by reimbursing the BSC for the premium costs. Failure to forward premium payments to the BSC, or refusal to return to employment upon recall will terminate this option.

11.14 Any disputes over the meaning, interpretation or application of this article shall be resolved in accordance with the Grievance and Arbitration provisions of Article 9; provided, that in the event of a factual dispute over the seniority standing of two or more employees or under 11.4 above, such dispute shall be resolved in accordance with the expedited arbitration procedures of the American Arbitration Association.

Article 12 - Sexual Harassment Policy

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

Article 13- Duration

This contract shall take effect as of September 1, 2003 and shall continue and remain in full force and effect through August 31, 2006.

The foregoing Contract was approved by the BSC on October 9, 2003 and ratified by the BEA on October 7, 2003 and is identified as such Contract by the signers as set forth below.

The parties intend that negotiations for a successor contract shall commence no later than November 1, 2005.

For the BEA

For the BSC

SIDE LETTERS OF AGREEMENT

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

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

This side letter outlines the classroom re-entry procedures which will apply if BEA President Philip Katz re-enters a teaching position during the life of this Agreement.

Mr. Katz will be provided a mentor, will receive intense supervision, will be evaluated, and, prior to the specified planned re-entry, will have the opportunity to occasionally teach a class.

The above-specified re-entry procedures are personal to BEA President Katz. Re-entry procedures that might apply to a successor president other than Mr. Katz will be subject to negotiations for a successor agreement.

5. Relicensure

This letter between the parties outlines the principles by which the parties here agree to address relicensure issues flowing from the BSC's role, assigned by DOE, in managing the process of approving or disapproving IPDP's and the consequences to employees which flow from disapproval. The terms of this letter are not subject to the grievance and arbitration procedure of the CBA between the parties effective 1997-2000, or its successor, statutory arbitration or litigation.

RELICENSURE POLICY

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

- A. The Principal or Vice-Principal shall be responsible for approving the Individual Professional Development Plans (IPDPs) of educators at the elementary level. The Headmaster, Deans, Assistant Headmaster, Program Coordinator or Curriculum Coordinator, at the discretion of the Headmaster, shall be responsible for approving the IPDPs of educators at the secondary level. In the case of shared staff, the Superintendent shall designate the supervisor who is responsible for the approval of the IPDP for the duration of the educator's relicensure cycle.
- B. The IPDP will be submitted on the form found in Appendix E.
- C. The IPDPs which are not inconsistent with school or district goals as outlined in Superintendent's annual goals and school annual goals shall be approved.
- D. The supervisor responsible for approval will return the approved IPDP to the individual educator no later than 25 work days following receipt of the IPDP. This timeline also applies to disapproval and final endorsement. IPDPs not returned in 25 days will be considered approved.
- E. In the case of disapproval, the supervisor will state specific reasons for disapproval in writing to the educator and will specify what changes need to be made in the IPDP to gain approval. This provision will also apply in the case of any amendment to the plan at the time of the two-year review during the relicensure cycle.
- F. An educator on leave of absence shall be granted three (3) months from the date of return to work to obtain approval of the IPDP.
- G. Educators who do not intend to recertify are not required to seek approval of an IPDP.

- H. In the event that educators are no longer required by regulation to obtain initial approval or final endorsement of an IPDP for relicensure, this Memorandum shall be declared null and void.
- I. These procedures, the attached form and the school and district goals will be sent to all teachers and administrators in a memo from the Superintendent by September 20 of each year.
- J. Any educator whose IPDP has been disapproved shall have the right to a meeting with the Superintendent and at such meeting shall have the right to be accompanied by a BEA representative who may be an MTA staff representative. Involvement of attorneys is not contemplated by this provision.

APPENDIX A – Salary Schedules

A.1 Teachers' Salary Schedules

TEACHERS' SALARY SCHEDULE

Effective September 1, 2003
(2% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE	MASTER'S DEGREE + 1 YR	MASTER'S DEGREE + 45	DOCTOR'S DEGREE
1	36,107	38,498	40,971	42,202	43,377
2	38,087	40,539	43,073	44,304	45,559
3	40,068	42,582	45,178	46,408	47,740
4	42,043	44,624	47,280	48,510	49,919
5	44,023	46,665	49,381	50,611	52,098
6	46,003	48,709	51,484	52,715	54,280
7	47,980	50,751	53,586	54,816	56,460
8	49,961	52,792	55,692	56,922	58,642
9	51,941	54,834	57,795	59,026	60,823
10	53,922	56,877	59,899	61,128	63,005
11	55,898	58,921	62,001	63,231	65,185
12	57,880	60,961	64,105	65,336	67,366
13	59,771	63,005	66,206	67,437	69,547
14		64,896	68,310	69,540	71,729
15			70,201	71,431	73,908
16					75,801

The Status of Master's Degree + 1 Year is awarded to any teacher who has completed 30 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted.

The Status of Master's Degree + 45 is awarded to any teacher who has completed 45 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted.

Please note, the 1995-96 salary schedule was restructured by removing the first step and renumbering the remaining steps. As a result, teachers who advanced a step between 1994/95 and 1995/96 received a full salary step increase, but appeared on the same number step in both 1994/95 and 1995/96.

A.1 Teachers' Salary Schedules

TEACHERS' SALARY SCHEDULE

Effective September 1, 2004
(2.5% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE	MASTER'S DEGREE + 1 YR	MASTER'S DEGREE + 45	DOCTOR'S DEGREE
1	37,010	39,460	41,995	43,257	44,462
2	39,039	41,552	44,150	45,411	46,698
3	41,069	43,646	46,307	47,568	48,934
4	43,094	45,739	48,462	49,723	51,167
5	45,123	47,832	50,616	51,877	53,401
6	47,153	49,927	52,772	54,033	55,637
7	49,180	52,020	54,925	56,186	57,872
8	51,210	54,112	57,084	58,345	60,108
9	53,240	56,205	59,240	60,501	62,344
10	55,270	58,298	61,396	62,656	64,580
11	57,295	60,394	63,551	64,812	66,814
12	59,327	62,485	65,708	66,969	69,050
13	61,265	64,580	67,862	69,123	71,285
14		66,519	70,018	71,279	73,522
15			71,956	73,217	75,756
16					77,696

The Status of Master's Degree + 1 Year is awarded to any teacher who has completed 30 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted.

The Status of Master's Degree + 45 is awarded to any teacher who has completed 45 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted.

Please note, the 1995-96 salary schedule was restructured by removing the first step and renumbering the remaining steps. As a result, teachers who advanced a step between 1994/95 and 1995/96 received a full salary step increase, but appeared on the same number step in both 1994/95 and 1995/96.

A.1 Teachers' Salary Schedules

TEACHERS' SALARY SCHEDULE

Effective September 1, 2005
(3% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE	MASTER'S DEGREE + 1 YR	MASTER'S DEGREE + 45	DOCTOR'S DEGREE
1	38,120	40,644	43,255	44,554	45,795
2	40,210	42,799	45,475	46,774	48,099
3	42,301	44,956	47,696	48,995	50,402
4	44,387	47,112	49,916	51,215	52,702
5	46,477	49,266	52,134	53,433	55,003
6	48,567	51,425	54,355	55,654	57,307
7	50,655	53,581	56,573	57,872	59,608
8	52,747	55,735	58,797	60,096	61,912
9	54,837	57,891	61,017	62,316	64,214
10	56,928	60,047	63,238	64,536	66,518
11	59,014	62,206	65,458	66,756	68,819
12	61,106	64,359	67,679	68,978	71,121
13	63,103	66,518	69,897	71,196	73,424
14		68,514	72,118	73,417	75,727
15			74,115	75,414	78,029
16					80,027

The Status of Master's Degree + 1 Year is awarded to any teacher who has completed 30 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted.

The Status of Master's Degree + 45 is awarded to any teacher who has completed 45 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted.

Please note, the 1995-96 salary schedule was restructured by removing the first step and renumbering the remaining steps. As a result, teachers who advanced a step between 1994/95 and 1995/96 received a full salary step increase, but appeared on the same number step in both 1994/95 and 1995/96.

A.1 Teachers' Salary Schedules

TEACHERS' SALARY SCHEDULE

Effective February 1, 2006
(1% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE	MASTER'S DEGREE + 1 YR	MASTER'S DEGREE + 45	DOCTOR'S DEGREE
1	38,501	41,050	43,688	45,000	46,253
2	40,612	43,227	45,930	47,241	48,580
3	42,724	45,405	48,173	49,485	50,906
4	44,831	47,583	50,415	51,727	53,229
5	46,942	49,759	52,655	53,967	55,553
6	49,053	51,939	54,898	56,210	57,880
7	51,162	54,116	57,139	58,451	60,204
8	53,274	56,293	59,385	60,697	62,531
9	55,385	58,470	61,627	62,940	64,856
10	57,498	60,648	63,870	65,181	67,183
11	59,604	62,828	66,112	67,424	69,507
12	61,717	65,003	68,356	69,668	71,833
13	63,734	67,183	70,596	71,908	74,158
14		69,200	72,839	74,151	76,485
15			74,856	76,168	78,809
16					80,827

The Status of Master's Degree + 1 Year is awarded to any teacher who has completed 30 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted.

The Status of Master's Degree + 45 is awarded to any teacher who has completed 45 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted.

Please note, the 1995-96 salary schedule was restructured by removing the first step and renumbering the remaining steps. As a result, teachers who advanced a step between 1994/95 and 1995/96 received a full salary step increase, but appeared on the same number step in both 1994/95 and 1995/96.

A.1 Teachers' Salary Schedules

TEACHERS' SALARY SCHEDULE

Effective August 31, 2006
(0.5% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE	MASTER'S DEGREE + 1 YR	MASTER'S DEGREE + 45	DOCTOR'S DEGREE
1	38,694	41,255	43,906	45,225	46,485
2	40,815	43,443	46,159	47,478	48,823
3	42,938	45,632	48,414	49,733	51,160
4	45,055	47,821	50,667	51,986	53,495
5	47,177	50,008	52,919	54,237	55,831
6	49,298	52,199	55,173	56,491	58,169
7	51,418	54,387	57,424	58,743	60,505
8	53,541	56,574	59,682	61,000	62,843
9	55,662	58,763	61,936	63,254	65,180
10	57,785	60,951	64,190	65,507	67,519
11	59,902	63,142	66,443	67,761	69,855
12	62,026	65,328	68,698	70,016	72,192
13	64,053	67,519	70,949	72,268	74,529
14		69,546	73,203	74,522	76,867
15			75,230	76,549	79,203
16					81,231

The Status of Master's Degree + 1 Year is awarded to any teacher who has completed 30 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted.

The Status of Master's Degree + 45 is awarded to any teacher who has completed 45 semester hours of graduate work approved in advance by the Superintendent of Schools. No equivalents are permitted.

Please note, the 1995-96 salary schedule was restructured by removing the first step and renumbering the remaining steps. As a result, teachers who advanced a step between 1994/95 and 1995/96 received a full salary step increase, but appeared on the same number step in both 1994/95 and 1995/96.

A.2 Library Assistants' Salary Schedules

LIBRARY ASSISTANTS' SALARY SCHEDULE

Effective September 1, 2003

(2% increase)

STEP	NO DEGREE	BACHELOR'S DEGREE	MASTER'S DEGREE
1	21,863	22,885	24,386
2	23,230	24,250	25,671
3	24,585	25,610	26,962
4	25,954	26,974	28,247
5	27,316	28,334	29,543
6	28,149	29,169	30,377
7	28,994	30,044	31,288

Effective September 1, 2004

(2.5% increase)

STEP	NO DEGREE	BACHELOR'S DEGREE	MASTER'S DEGREE
1	22,410	23,457	24,996
2	23,811	24,856	26,313
3	25,200	26,250	27,636
4	26,603	27,648	28,953
5	27,998	29,042	30,282
6	28,853	29,898	31,137
7	29,719	30,795	32,071

Effective September 1, 2005

(3% increase)

STEP	NO DEGREE	BACHELOR'S DEGREE	MASTER'S DEGREE
1	23,082	24,161	25,746
2	24,525	25,602	27,102
3	25,956	27,308	28,465
4	27,401	28,477	29,821
5	28,838	29,914	31,191
6	29,719	30,795	32,071
7	30,610	31,719	33,033

A.2 Library Assistants' Salary Schedules continued.

LIBRARY ASSISTANTS' SALARY SCHEDULE

Effective February 1, 2006
(1% increase)

STEP	NO DEGREE	BACHELOR'S DEGREE	MASTER'S DEGREE
1	23,313	24,402	26,003
2	24,771	25,858	27,373
3	26,215	27,308	28,749
4	27,675	28,762	30,119
5	29,127	30,213	31,502
6	30,016	31,103	32,391
7	30,916	32,036	33,363

Effective August 31, 2006
(0.5% increase)

STEP	NO DEGREE	BACHELOR'S DEGREE	MASTER'S DEGREE
1	23,430	24,524	26,133
2	24,894	25,987	27,510
3	26,346	27,445	28,893
4	27,814	28,906	30,270
5	29,272	30,364	31,660
6	30,166	31,258	32,553
7	31,071	32,196	33,530

A.3 Lab Specialists' Salary Schedules

LAB SPECIALISTS' SALARY SCHEDULE

Effective September 1, 2003
(2% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE
1	27,816	29,670
2	29,670	31,523
3	31,524	33,380
4	33,380	35,234
5	35,234	37,088
6	37,088	38,942
7	38,942	40,796
8	40,111	42,020

Effective September 1, 2004
(2.5% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE
1	28,511	30,412
2	30,412	32,311
3	32,312	34,214
4	34,214	36,115
5	36,115	38,015
6	38,015	39,916
7	39,916	41,816
8	41,114	43,071

Effective September 1, 2005
(3% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE
1	29,367	31,324
2	31,324	33,281
3	33,282	35,241
4	35,241	37,198
5	37,198	39,156
6	39,156	41,113
7	41,113	43,071
8	42,347	44,363

A.3 Lab Specialists' Salary Schedules continued.

LAB SPECIALISTS' SALARY SCHEDULE

Effective February 1, 2006
(1% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE
1	29,660	31,639
2	31,638	33,614
3	33,615	35,593
4	35,593	37,570
5	37,570	39,547
6	39,547	41,524
7	41,524	43,502
8	42,771	44,807

Effective August 31, 2006
(0.5% increase)

STEP	BACHELOR'S DEGREE	MASTER'S DEGREE
1	29,809	31,796
2	31,796	33,782
3	33,783	35,771
4	35,771	37,758
5	37,758	39,745
6	39,745	41,732
7	41,732	43,719
8	42,984	45,031

APPENDIX B - Extra Compensation

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

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

<u>Position</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
OT Coordinator	\$3,793	\$3,869	\$4,005
School Adjustment Counselors	\$ 418	\$427	\$440
Associate Deans	\$ 2,500	\$ 2,550	\$2,639

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

<u>Position</u>	<u>Number of Days</u>
Time and Learning Coor.	5
International Student Adv.	6
Associate Dean	7
Teacher Leader of Prof. Dev.	18

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

<u>Effective Date</u>	<u>1 extra lab</u>	<u>2 extra labs</u>
September 1, 2003	\$ 610	\$1,219
September 1, 2004	\$ 622	\$1,243
September 1, 2005	\$ 644	\$1,287

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

B.4 Intramural After School Sports Program - Teachers participating in the intramural afterschool sports program will receive the following amounts per session:

<u>Effective Date</u>	<u>Amount</u>
September 1, 2003	\$ 31.69
September 1, 2004	\$ 32.33
September 1, 2005	\$ 33.46

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

<u>Effective Date</u>	<u>Amount</u>
September 1, 2003	\$ 34.85
September 1, 2004	\$ 35.55
September 1, 2005	\$ 36.79

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

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

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

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
For Participants	\$ 25.50	\$26.01	\$26.92
For Leaders	\$ 29.75	\$30.35	\$31.41

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

B.8 Coaches and Advisors

A. Coaching Stipends

Effective September 1, 2003

Class	Step 1	Step 3	Step 5	Step 10	Step 15
1	6174	6682	7263	7990	8716
2	4322	4678	5084	5593	6102
3	3828	4143	4503	4953	5404
4	3087	3342	3632	3995	4358
5	2284	2473	2687	2956	3225
6	1235	1336	1452	1598	1743

Schedules effective September 1, 2004 and September 1, 2005 are to be negotiated by the Appendix B Joint Labor Management Committee. See future addendum.

Class 1: Head Coach for Football.

Class 2: Head Coaches for Basketball (2), Ice Hockey (B), Indoor Track, Outdoor Track; Fall Trainer, Winter Trainer.

Class 3: Head Coaches for Baseball, Softball, Soccer (2), Field Hockey, Volleyball (2), Wrestling, Gymnastics, Lacrosse (2), Crew, Swimming (2); Spring Trainer; Assistant Coaches for Football (2-offensive and defensive coordinators).

Class 4: Head Coaches for Skiing, Golf (2), Tennis (2), Ice Hockey (G), Cross-Country, Rugby; Assistant Coaches for Football (3 - JV, Head and Asst. Freshman).

Class 5: Head Coach for Sailing; Assistant Coaches for Basketball (Fr-2), Wrestling, Baseball (2), Softball (2), Soccer (3), Gymnastics, Field Hockey (2), Lacrosse (3), Swimming (2), Crew, Basketball (JV-2), Indoor Track (3), Outdoor Track (3), Volleyball (2), Ice Hockey (3); Equipment Manager (3).

Class 6: Head Coaches for Cheerleaders (3); Assistant Coaches for Tennis (2), Golf (B), Volleyball, Skiing, Cross Country.

B. Advisor Stipend

Effective September 1, 2003

Class	Step 1	Step 5
1	3827	4143
2	2944	3186
3	2061	2230
4	1413	1530
5	1060	1147
6	707	765

Schedules effective September 1, 2004 and September 1, 2005 are to be negotiated by the Appendix B Joint Labor Management Committee. See future addendum.

Class 1: Murivian, Director of Drama.

Class 2: Director of Band, Director of Chorus, Government Liaison, Director of Musical, After-School Play Coordinator, After-School Academic Advisor (6).

Class 3: Director of Orchestra, Sagamore, Political Science Club, Scholarship Committee, Play Director, State Drama Festival Director, Town-wide Band Director, Town-wide Jazz Band Director, Devotion Chorus Director

Class 4: Black Awareness Club, Refrations, Senior Class, Gay-Straight Alliance, Cadence, Math Team, Science Team, Latin Club, Jazz Band, Academic Decathlon, Asian Students Club, Russian Club, Director of Dance Ensemble, Elementary Drama (8), Math League Coordinator, Town-wide 7/8 Band Assistant, Debating Club.

Class 5: All Town Orchestra, All Town Chorus, All Town Jazz Band, All Town Chamber Ensemble, Math League (8), Intramural Sports Coordinator, After School Sports Coordinator.

Class 6: Ski Club, TOSCOB, National Honor Society, Big Brother/Sister, Badminton Club, Chess Club, BHS Musical Lights, BHS Musical Music, Declamation Society, Comedy Workshop, Accompanist (3), Drama Construction, Scenery Painting, Young and Old United, Oratory Contest, International Club, Environmental Action, Committee on Human Relations, All-town Orchestra Accompanist.

C. Other Advisors

<u>Position</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Freshman Homeroom Teacher Advisors	\$ 547		
Math Counts advisor	\$ 328		
Teacher Mentors	\$ 412		
Middle School Sports Coordinator	\$ 3,278		
Professional Development Council	\$ 450		
MSAN Core Team	\$ 450		

Schedules effective September 1, 2004 and September 1, 2005 are to be negotiated by the Appendix B Joint Labor Management Committee. See future addendum.

APPENDIX C - Guidelines

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

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

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

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

3. **Professional Resource and Work Areas:**

a. **Elementary Schools:**

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

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

b. **High School**

The equipment listed above under a. in:

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

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

C.3 Implementation of Educational Programs

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

APPENDIX D - Evaluation Criteria and Format

The teacher's central role in the schools is classroom teaching. But the teacher's other roles outside the classroom are important, too; for example, in parent and community relations and as a member of the staff. The evaluation format in this appendix seeks to identify the most important areas of performance within these roles, yet remain flexible enough for educators to communicate fully and honestly about teaching performance.

The criteria listed in this appendix are intended to represent the image of good teaching in Brookline, to serve as an aid for teacher self-evaluation, and to establish a standard towards which all members of the professional staff of the Brookline Public Schools can work cooperatively to improve instruction.

STAFF PROGRESS REPORT

TEACHER: _____

SCHOOL: _____

DATE: _____

Please attach the narrative of the observation and/or a description of progress:

evaluator's signature

date

Teacher's Comments:

teacher's signature

date

***Signature signifies receipt not concurrence with this evaluation.
Teachers are encouraged to submit comments.***

**BROOKLINE PRINCIPLES OF EFFECTIVE TEACHING
AND EXAMPLES OF DESCRIPTORS**

The following document defines the criteria by which teachers are to be evaluated. In the left column is the list of actual principles that every teacher must satisfy. The descriptors in the right column form a non-exhaustive list of activities which demonstrate fulfillment of the principles. While individual descriptors are not universally compulsory, teachers and evaluators are expected to use the list to identify and select activities to focus upon during the evaluative process.

PRINCIPLES OF EFFECTIVE TEACHING	EXAMPLES OF DESCRIPTORS
<p>I. CURRENCY IN THE CURRICULUM</p> <ul style="list-style-type: none"> • the teacher is up to date regarding curriculum content. 	<ol style="list-style-type: none"> 1. Demonstrates working knowledge of the core curriculum of the teacher's assignment. 2. Frames curriculum around essential questions in the discipline that provides opportunities for reasoning, logic, analysis, and synthesis when planning units, lessons, and assessments. 3. Keeps current in the field and applies knowledge to the instructional program. 4. Contributes to the ongoing evaluation of the curriculum.
<p>II. EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM AND INSTRUCTION</p> <p>A. The teacher plans instruction effectively.</p>	<ol style="list-style-type: none"> 1. Has a personal vision of committed, confident learners and uses that vision to guide learning goals, expectations, and standards for student work. 2. Sets short-term and year-long goals for curricular units which derive from unifying themes of fundamental importance to students' present and future lives. 3. Identifies individual and group needs and plans appropriate strategies, including those that involve the use of available up-to-date technologies to meet those needs. 4. Uses materials and resources, including technologies, that are appropriately matched to curricular goals and to students' learning styles. 5. Frames curriculum around students' own prior knowledge and experience and identifies prerequisite skills, concepts, and vocabulary that are important for students to know in order to be successful at a task. 6. Seeks out and collaborates with school-based specialists, resource personnel, technology specialist, and administrators to better design curricula or instructional modifications to meet the special learning needs of students and to support all students to learn and apply a challenging core curriculum.

PRINCIPLES OF EFFECTIVE TEACHING	EXAMPLES OF DESCRIPTORS
<p>B. The teacher plans assessment of student learning effectively.</p> <p>C. The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials, or assessments when appropriate.</p>	<p>7. Plans engaging ways to introduce each unit of study.</p> <p>8. Plans frequent instructional opportunities in which students are interacting with ideas, materials, teachers, and each other.</p> <p>9. Designs curriculum experiences in which students take increasing responsibility for their own learning.</p> <p>10. Integrates the teaching of reading, listening, writing, speaking, viewing, and the use of appropriate learning tools (e.g. calculators, computers, etc.) within the discipline.</p> <p>1. Determines specific and challenging standards for student learning.</p> <p>2. Develops and uses authentic assessment which describes a student's learning process as well as his/her learning achievements.</p> <p>3. Incorporates time for individual and interactive reflection including response journals, debriefings, and group discussions.</p> <p>1. Regularly uses a variety of formal and informal authentic assessments of students' achievement and progress for instructional revisions and decision-making.</p> <p>2. Implements evaluation procedures which appropriately assess the objectives taught.</p> <p>3. Communicates student progress to parents, students, and staff members in a timely fashion using a range of information including portfolios, anecdotal records and other artifacts.</p> <p>4. Prepares and maintains accurate and efficient record keeping systems of the quality and quantity of student work.</p> <p>5. Uses individual and group data appropriately; maintains confidentiality concerning individual student data and achievement.</p>
<p>III. EFFECTIVE MANAGEMENT OF CLASSROOM ENVIRONMENT</p> <p>A. The teacher creates an environment that is positive for student learning and involvement.</p>	<p>1. Implements instructional opportunities in which students are interacting with ideas, materials, teachers and each other.</p> <p>2. Implements curriculum experiences in which students take increasing responsibility for their own</p>

PRINCIPLES OF EFFECTIVE TEACHING	EXAMPLES OF DESCRIPTORS
<p>B. The teacher maintains appropriate standards of behavior, mutual respect, and safety.</p> <p>IV. EFFECTIVE INSTRUCTION</p> <p>A. The teacher makes learning goals clear to students.</p> <p>B. The teacher uses appropriate instructional techniques.</p>	<p>learning.</p> <p>3. Demonstrates an openness to student challenges and questions about information and ideas.</p> <p>4. Uses classroom time and classroom space to promote optimal learning.</p> <p>5. Understands principles and patterns of child growth and development and uses this knowledge in working with students.</p> <p>6. Establishes classroom procedures that maintain a high level of students' time-on-task and that ensure smooth transitions from one activity to another.</p> <p>1. Maintains systematic approach to discipline by establishing and administering a consistent and fair set of rules supporting appropriate expectations.</p> <p>2. Manages routines effectively.</p> <p>3. Maintains appropriate professional boundaries with students.</p> <p>4. Serves as a positive role model for students.</p> <p>1. Makes connections between concepts taught and students' prior knowledge and experiences.</p> <p>2. Regularly checks for students' understanding of content, concepts and progress on skill.</p> <p>3. Identifies confusions and misconceptions as indicated by student responses and regular assessment strategies. Remediates, reteaches, or extends teaching to meet individual and/or group need.</p> <p>4. Communicates clearly in writing and speaking using precise language.</p> <p>5. Understands and shows students the relevance of the subject to life-long learning.</p> <p>1. Uses a variety of teaching strategies, including cooperative, peer and project-based learning, audio-visual presentations, lecture, discussions and inquiry, practice and application; and the teaching of others.</p> <p>2. Provides options for students to demonstrate competency and mastery of new material, including written work, plays, art work, oratory, visual presentations, exhibitions, and portfolios.</p>

PRINCIPLES OF EFFECTIVE TEACHING	EXAMPLES OF DESCRIPTORS
	<ol style="list-style-type: none"> 3. Uses a variety of appropriate materials in order to reinforce and extend skills, accommodate learning styles and match instructional objectives. 4. Causes students to become cognitively active in summarizing important learning and integrating them with prior knowledge. 5. Demonstrates working knowledge of current research on optimum means for learning a particular discipline.
<p>C. The teacher uses appropriate questioning techniques.</p>	<ol style="list-style-type: none"> 1. Uses a variety of questioning techniques, including those which encourage and guide critical and independent thinking and the development of ideas. 2. Presents information recognizing multiple points of view; encourages students to assess the accuracy of information presented.
<p>D. The teacher evaluates, tries innovative approaches, and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence to learn.</p>	<ol style="list-style-type: none"> 1. Regularly tries innovative approaches to improve instructional practices. 2. Conscientiously evaluates, tries innovative approaches and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence about learning. 3. Assesses instructional strategies in authentic ways by comparing intended and actual learning outcomes.
<p>V. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENTS ACHIEVEMENT</p>	
<p>A. The teacher communicates learning goals and high standards and expectations to students.</p>	<ol style="list-style-type: none"> 1. Regularly communicates objectives or learning outcomes to students. 2. Regularly provides feedback to students on their progress on goals and objectives. 3. Communicates standards, expectations, and guidelines regarding quality and quantity of students' work, work procedures and interpersonal behavior to students and parents. 4. Responds to students' answers and work so as to keep students open, thinking, and willing to take risks and to persevere with challenging tasks. 5. Models the skills, attitudes, values and processes central to the subject being taught.
<p>B. The teacher promotes confidence and perseverance</p>	<ol style="list-style-type: none"> 1. Uses prompt feedback and student goal setting in

PRINCIPLES OF EFFECTIVE TEACHING	EXAMPLES OF DESCRIPTORS
<p>in the student that stimulate increased personal student responsibility for achieving the goals of the curriculum.</p>	<p>order to increase student motivation and ownership of learning.</p> <ol style="list-style-type: none"> 2. Develops and supports students' awareness of themselves as learners and their ability to overcome self-doubts associated with learning and taking risks. 3. Nurtures students' eagerness to do challenging work and provides incentive, interest and support for students to take responsibility to complete such tasks successfully. 4. Acts on the belief that all students can learn and that virtually all can master a challenging core curriculum with appropriate modifications of instruction. 5. Encourages and supports students to believe that effort is a key to high achievement and acknowledges and values student work, study, and inquiry. 6. Regularly identifies students needing extra help and secures student cooperation and participation in extra help sessions. 7. Identifies students who are not meeting expectations and develops a plan that designates the teacher's and the student's responsibilities regarding learning. 8. Demonstrates attitudes of fairness, courtesy and respect that encourage students' active participation and commitment to learning. 9. Builds positive relationships with students and parents to enhance students' abilities to learn effectively. 10. Recognizes and responds appropriately when an individual student is having social and/or emotional difficulties which interfere with learning and/or participating in class.
<p>VI. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY</p> <p>A. The teacher strives to ensure equitable opportunities for student learning.</p> <p>B. The teacher demonstrates appreciation for and sensitivity to the diversity among individuals.</p>	<ol style="list-style-type: none"> 1. Provides opportunities to include all students in the full range of academic programs and activities and extra-curricular activities. 2. Addresses the needs of diverse student populations by applying and adapting constitutional and statutory laws, state regulations and Board of Education policies and guidelines. <ol style="list-style-type: none"> 1. Demonstrates sensitivity to differences in abilities, modes of contributions, and social and cultural

PRINCIPLES OF EFFECTIVE TEACHING	EXAMPLES OF DESCRIPTORS
<p>VII. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES</p> <p>A. The teacher constructively initiates interactions with parents and solicits and is receptive to their contributions.</p> <p>B. The teacher shares responsibility for accomplishing the goals and priorities of his/her grade, team, department, building, and school district by participating on committees and in activities related to school community.</p> <p>C. The teacher is a reflective and continuous learner.</p>	<p>backgrounds.</p> <p>2. Develops and implements educational and organizational strategies that are effective in meeting the needs of a diverse student body.</p> <p>3. Functions effectively in a multi-lingual, multi-cultural and economically diverse society.</p> <p>1. The teacher approaches the parent as a positive collaborator in the process of educating the student.</p> <p>2. Keeps parents informed of student's progress and works with them to aid in the total development of the student.</p> <p>1. Works constructively with others to identify school problems and to develop and implement solutions.</p> <p>2. Works collaboratively with other staff in planning and implementing interdisciplinary curriculum, instruction, and other school programs, and shares expertise and new ideas with colleagues.</p> <p>3. Participates in school, student, faculty and staff activities (e.g. administering "sunshine" fund, presenting at faculty meetings, beautifying school). Participates in professional organizations (e.g. NCTM), teacher support groups (e.g. BEA) and</p> <p>4. Leads student organizations, (e.g. student councils, math league, student newspapers, clubs, school plays).</p> <p>5. Cooperates with other teachers about students' overall workload.</p> <p>6. Demonstrates a willingness to provide after school academic support for students.</p> <p>7. Writes evaluations and recommendations for students as appropriate.</p> <p>1. Reflects about and acts on what students need to know and be able to do and about what the teacher can do to foster learning.</p> <p>2. Uses available resources to analyze, expand and refine professional knowledge and skills; resources can include professional organizations, academic course work, school-based staff, administrative and community resources, and other colleagues.</p> <p>3. Participates in activities that demonstrate a</p>

PRINCIPLES OF EFFECTIVE TEACHING	EXAMPLES OF DESCRIPTORS
<p>D. Maintains professional boundaries with parents and staff by behaving with mutual respect and discretion.</p>	<p>commitment to the teaching profession.</p> <p>4. Seeks out information in order to grow and improve as a professional.</p> <p>5. Is receptive to suggestions for growth and improvement.</p>

BROOKLINE PRINCIPLES OF EFFECTIVE NURSING AND EXAMPLES OF DESCRIPTORS

The following document defines the criteria by which nurses are to be evaluated. In the left column is the list of actual principles that every nurse must satisfy. The descriptors in the right column form a non-exhaustive list of activities which demonstrate fulfillment of the principles. While individual descriptors are not universally compulsory, nurses and evaluators are expected to use the list to identify and select activities to focus upon during the evaluative process.

PRINCIPLES OF EFFECTIVE NURSING	EXAMPLES OF DESCRIPTORS
<p>I. Currency in Clinical Practice</p> <ul style="list-style-type: none"> • The nurse is up to date regarding current clinical knowledge 	<ol style="list-style-type: none"> 1. Demonstrates a working knowledge of state mandated public health programs including: <ol style="list-style-type: none"> a. hearing b. vision c. scoliosis d. immunizations e. communicable disease management 2. Demonstrates knowledge of appropriate first aid procedures involving illness and accidents 3. Attends conferences, workshops and other continuing educations programs to maintain and enhance clinical knowledge 4. Participates in school nurse professional activities at local, state and national levels
<p>II. Effective Planning and Assessment of Clinical Practice</p> <ol style="list-style-type: none"> 1. The nurse implements programs effectively 2. The nurse maintains accurate student medical data 	<ol style="list-style-type: none"> 1. Assessment: uses appropriate techniques, collects data, etc. 2. Diagnosis: analyzes assessment 3. Identify outcomes: specifies measurable, appropriate, attainable and timely goals 4. Plan: develops plan of care of nursing interventions 5. Implement: executes and adequately documents safe care 6. Evaluate: systematically and continuously appraises client response and revises (client refers to both individuals and groups), i.e. accident follow up and communicable disease control

PRINCIPLES OF EFFECTIVE NURSING	EXAMPLES OF DESCRIPTORS
<p>III. Effective Management of Clinic Environment</p> <p>A. The nurse creates a positive environment that enhances a child’s ability to function in school</p> <p>B. The nurse maintains appropriate boundaries and standards of behavior, mutual respect and safety with parents, staff, and students</p> <p>C. The nurse keeps the building administration apprised of important health and wellness issues in the building</p>	<ol style="list-style-type: none"> 1. Maintains a comfortable, clean and safe clinic 2. Demonstrates an awareness of confidentiality and provides privacy in the clinic 3. Understands principles and patterns of growth and development and uses this knowledge in working with students 4. Stores medication and medical supplies appropriately 5. Sets up clinic to be educationally and informationally sound 6. Practices principles of universal precautions <ol style="list-style-type: none"> 1. Maintains systematic approach to discipline by establishing and administering a consistent and fair set of rules supporting appropriate expectations 2. Manages clinic routine effectively 3. Maintains appropriate professional boundaries with students 4. Serves as a positive role model for students 5. Acts as a resource for issues of environmental safety
<p>IV. Health and Wellness Education</p> <ul style="list-style-type: none"> • The nurse assists the following groups to achieve optimal understanding of health and wellness issues: <p>A. Students</p>	<ol style="list-style-type: none"> 1. Where applicable uses Brookline Principles of Effective Teaching and Learning Expectations and developmental theories in the provision of formal classroom health and wellness instruction 2. Provide individual health and wellness instruction for students as needed 3. Promotes students safety through general health and wellness education

PRINCIPLES OF EFFECTIVE NURSING	EXAMPLES OF DESCRIPTORS
B. Staff	<ol style="list-style-type: none"> 1. Acts as a resource person to school staff regarding health and wellness education and health and wellness education material 2. Provides individual health and wellness information for staff 3. Instructs and supervises designated school staff in first aid procedures 4. Promotes staff safety through health and wellness education—i.e. instruction concerning universal precautions 5. Interprets student individual health and wellness issues to assist teachers in classroom management
C. Family	<ol style="list-style-type: none"> 1. Provides individual health and wellness teaching for families as needed 2. Refers to appropriate resources as necessary
D. Community	<ol style="list-style-type: none"> 1. Collaborates in the application of health promotion principles within appropriate areas of the school community: food services, custodial, etc. 2. Coordinates resources such as Children’s Hospital and other community agencies for direct teaching with students or education with staff
V. Fulfillment of Professional Responsibilities	
A. The nurse is constructive and cooperative in interactions with parents and receptive to their health concerns	<ol style="list-style-type: none"> 1. Keeps parents informed of students health needs and works with them, in culturally sensitive ways, to aid in the total development of the student 2. Maintains confidentiality

PRINCIPLES OF EFFECTIVE NURSING	EXAMPLES OF DESCRIPTORS
<p>B. As important members of the school community nurses share in the responsibility for accomplishing the goals and operations of the clinic/ department, the building and the school district by participating on committees and in activities related to school community</p>	<ol style="list-style-type: none"> 1. Maintains confidentiality 2. Works constructively with others to identify health problems and suggest possible solutions 3. Works collaboratively with other staff in implementing interdisciplinary curriculum, instruction and other school programs and shares expertise and new ideas with colleagues 4. Participates in school, student, faculty and staff activities (e.g. administering “sunshine” fund, presenting at faculty meetings, beautifying school). Participates in professional organizations (e.g. NCTM), teacher support groups (e.g. BEA) and system-wide committees (e.g. TATF). 5. Cooperates with teachers in implementing mandated programs and their impact on students’ overall schedules (e.g. hearing, vision, scoliosis)
<p>C. The nurse is a continuous learner</p>	<ol style="list-style-type: none"> 1. Uses available resources to analyze, expand, and refine professional knowledge and skills; resources can include professional organizations, academic course work, school based staff, administrative and community resources, and other colleagues 2. Participates in activities that demonstrate a commitment to the nursing profession 3. Seeks out information in order to grow and improve as a professional 4. Is receptive to suggestions for growth and improvement
<p>VI. Promotion of Equity and Appreciation of Diversity</p> <p>A. The nurse strives to ensure equitable access to treatment for students</p>	<ol style="list-style-type: none"> 1. Assists in the inclusion of students with special health needs in the full range of academic programs and activities and extra-curricular activities 2. Addresses the need of diverse student populations by applying and adapting constitutional and statutory laws, state regulations and Board of Education policies and guidelines

PRINCIPLES OF EFFECTIVE NURSING	EXAMPLES OF DESCRIPTORS
B. The nurse demonstrates appreciation for and sensitivity to the diversity among individuals	<ol style="list-style-type: none"> 1. Demonstrates sensitivity to difference in abilities, modes of contribution, and social and cultural backgrounds 2. Acts as the primary advocate for the child/student with special health needs 3. Provides education and information essential for facilitating normalization of the student's educational experiences to parents 4. Functions effectively in a multi-lingual, multi-cultural and economically diverse society

THE BROOKLINE PRINCIPLES OF EFFECTIVE OCCUPATIONAL AND PHYSICAL THERAPY AND EXAMPLES OF DESCRIPTORS (descriptors to be completed).

I. Currency in the Curriculum

The Occupational Therapist demonstrates competency in professional area.

1. Has in-depth knowledge in the field of occupational therapy.
2. Is aware of current developments in occupational therapy and applies this in working with students and staff.
3. Acts as a resource person for all students, staff and parents.

II. Effective Planning and Assessment

A. The Occupational Therapist plans instruction effectively.

1. Administers individual diagnostic assessments for varied purposes.
2. Uses current established testing practices and procedures.
3. Makes appropriate referrals for further evaluation.
4. Observes and specifically describes student strengths, weaknesses, and therapeutic/instructional needs.
5. Develops clearly stated, measurable, occupational therapy goals and objectives based on appropriate assessments and observations in accordance with the I.E.P.
6. Assists teachers as needed in selecting appropriate instructional materials and strategies.

B. The Occupational Therapist provides effective assessment.

1. Correctly interprets and effectively communicates diagnostic assessments, testing data and relevant information on student progress to parents and staff.
2. Continuously evaluates students' progress to adjust therapy procedures and goals.
3. Assists teachers in adjusting instruction as needed.
4. Provides opportunities for students to reflect on progress.

III. Effective Instruction

A. The Occupational Therapist communicates effectively with students.

1. Implements clear lesson objectives and communicates these to students.
2. Promotes students' independence as learners through application of appropriate instructional models.
3. Stimulates students' thinking and creativity through discussion and, where appropriate, writing activities.
4. Uses effective questioning strategies to stimulate student participation.

5. Deals effectively with student questions, responses, and confusions and remediates, reteaches or extends teaching to meet individual and/or group needs.
6. Communicates clearly in writing and in speaking using precise language. Has enthusiasm for subject matter and makes significant efforts to communicate that enthusiasm to students and colleagues.
7. Interacts positively and productively with all students and teachers.

B. The Occupational Therapist uses appropriate instructional techniques

1. Uses a variety of appropriate material to reinforce and extend skills, accommodate learning styles and match I.E.P. objectives.
2. Sets short-term and year-long goals for mastery of goals and objectives.
3. Encourages students to summarize important learnings and to integrate them with prior knowledge.
4. Recognizes multiple points of view and encourages students to assess the accuracy of information presented.
5. Identifies individual and group needs and plans the use of appropriate instructional strategies, materials and resources.

IV. Effective Occupational Therapy Management

A. The Occupational Therapist applies appropriate management techniques to establish a positive and productive learning environment.

1. Uses time and space productively and efficiently in order to promote optimal learning.
2. Maintains a high level of student participation and engagement with appropriate time on task.
3. Establishes procedures that ensure smooth transition from one activity to another.

B. The Occupational Therapist maintains and models appropriate standards of behavior, mutual respect, and safety.

1. Establishes and carries out reasonable rules and procedures.
2. Maintains appropriate professional boundaries with students.

V. Promotion of High Standards and Expectations for Student Achievement

The Occupational Therapist promotes high standards and expectations for student achievement.

1. Communicates standards, expectations, and guidelines regarding the quality and quantity of students' work to students, parents, and teachers.
2. Accepts students' concerns and responds appropriately
3. Encourages students to take risks and to persevere with challenging tasks

VI. Promotion of Equity and Appreciation of Diversity

The Occupational Therapist promotes equitable opportunities for student learning.

1. Provides opportunities for all students to participate in the classroom.
2. Demonstrates sensitivity to differences in abilities, gender, learning style, social and cultural background
3. Develops and implements therapeutic, educational, and organizational strategies that are effective in meeting the needs of a diverse student body

VII. Fulfillment of Professional Responsibilities

The Occupational Therapist demonstrates continuing concern for professionalism.

1. Actively engages in appropriate self-development activities such as conferences, in-service training and professional study.
2. Works cooperatively with colleagues and supervisors.
3. Demonstrates an appropriate awareness of school programs and policies.
4. Works constructively with others to identify school problems and suggests possible solutions
5. Meets deadlines and fulfills routine responsibilities
6. Observes established school system policies and procedures
7. Participates in appropriate self development activities such as conferences, in-service training and professional study
8. Maintains appropriate professional behaviors in all interactions with students, parents, and colleagues

APPROVED APRIL, 2002

Individual Professional Development Plan for Brookline Educators

Name: Last First Middle Renewal Year

Home Address City State Zip Code

Primary Area Certificate Number

District School Grade Level(s) Subject(s)

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

Total number of PDPs required in content

My professional growth goals (please number):

Initial Review and Approval	Date _____	
<p>The signature below indicates that 80% of this educator's Individual Professional Development Plan is not inconsistent with the educational needs of the school and/or district and is designed to enhance the ability of the educator to improve student learning.</p>		
_____ Supervisor's Name (print)	_____ Title	_____ Signature

First Two-Year Review	Date _____	
<p>The signature below indicates that this educator's Individual Professional Development Plan was reviewed.</p> <p><i>Please check one.</i></p> <p>_____ The Plan remains consistent with the educational needs of the school and/or district.</p> <p>_____ The Plan was reviewed and amended.</p>		
_____ Supervisor's Name (print)	_____ Title	_____ Signature

Second Two-Year Review	Date _____	
<p>The signature below indicates that this educator's Individual Professional Development Plan was reviewed.</p> <p><i>Please check one.</i></p> <p>_____ The Plan remains consistent with the educational needs of the school and/or district.</p> <p>_____ The Plan was reviewed and amended.</p>		
_____ Supervisor's Name (print)	_____ Title	_____ Signature

Final Endorsement	Date _____	
<p>The signature below indicates the supervisor has reviewed this educator's Record of Professional Development Activities and the reported activities are consistent with the approved professional development plan.</p>		
_____ Supervisor's Name (print)	_____ Title	_____ Signature