

AGREEMENT

BETWEEN THE

BROCKTON SCHOOL COMMITTEE

AND THE

BROCKTON EDUCATION ASSOCIATION

SEPTEMBER 1, 2018 – AUGUST 31, 2021

This Agreement
Is Made and Entered Into
On This First Day of September, 2018
By and Between the
BROCKTON SCHOOL COMMITTEE
(hereinafter referred to as the “Committee”)
and the
BROCKTON EDUCATION ASSOCIATION
(hereinafter referred to as the “Association”)
September 1, 2018 – August 31, 2021

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BROCKTON SCHOOL COMMITTEE CODE OF ETHICS

PREAMBLE

The acceptance of a Code of Ethics implies the understanding of the basic organization of School Committees under the Laws of the Commonwealth of Massachusetts. The oath of office of a School Committee member binds the individual member to adherence to those State Laws which may apply to School Committees since School Committees are Agencies of the State.

AREAS OF RESPONSIBILITY

This Code of Ethics delineates three areas of responsibility of School Committee members in addition to that implied in the preamble; (1) community responsibility; (2) responsibility to school administration; (3) relationship to fellow committee members.

1. A School Committee member in his/her relations with his/her community shall:
 - a. realize that his/her primary responsibility is to the children;
 - b. recognize that his/her basic function is to be policy making and not administrative;
 - c. remember that he/she is one of a team and must abide by, and carry out, all committee decisions once they are made;
 - d. be well informed concerning the duties of a committee member on both a local and state level;
 - e. remember that he/she represents the entire community at all times; and
 - f. accept the office as a committee member as a means of unselfish service with no intent to "play politics" in any sense of the word, or to benefit personally from his/her committee activities.

2. A School Committee member in his/her relations with his/her school administration shall:
 - a. endeavor to establish sound, clearly-defined policies which direct and support the administration;
 - b. recognize and support the administration chain of command and refuse to act on complaints as an individual outside the administration;
 - c. act only on the recommendations of the chief administrator to all matters of employment or dismissal of school personnel;
 - d. give the chief administrator full responsibility for discharging his/her professional duties and hold him/her responsible for acceptable results; and
 - e. refer all complaints to the administrative staff for solution and only discuss them at committee meetings if such solutions fail.

3. A School Committee member in his/her relations to his fellow committee members shall:
 - a. recognize that action at official meetings is binding and that he/she alone cannot bind the committee outside of such meetings;
 - b. realize that he/she should not make statements or promises of how he/she will vote on matters that will come before the committee;
 - c. uphold the intent of executive sessions and respect the privileged communication that exists in executive sessions;
 - d. not withhold pertinent information on school matters or personnel problems either from members of his/her own committee or from members of other committees who may be seeking help and information on school problems; and
 - e. make decisions only after all facts on a question have been presented and discussed.

BROCKTON EDUCATION ASSOCIATION CODE OF ETHICS

PREAMBLE

The educator believes in the worth and dignity of mankind. He/she recognizes the supreme importance of the pursuit of truth, devotion to excellence and the nurture of democratic citizenship. He/she regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his/her responsibility to practice his/her profession according to the highest ethical standards. The educator recognizes the magnitude of the responsibility he/she has accepted in choosing a career in education, and engages himself/herself, individually and collectively with other educators, to judge his/her colleagues, and to be judged by them in accordance with the provisions of this code.

PRINCIPLE I - Commitment to the Student

The educator measures his/her success by the progress of each student toward realization of his/her potential as a worthy and effective citizen. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. In fulfilling his/her obligation to the student, the educator:

1. shall not without just cause restrain the student from independent action in his/her pursuit of learning and shall not without just cause deny the student access to varying points of view;
2. shall not deliberately suppress or distort subject matter for which he/she bears responsibility;

3. shall make reasonable effort to protect the students from conditions harmful to learning or to health and safety;
4. shall conduct professional business in such a way that he/she does not expose the student to unnecessary embarrassment or disparagement;
5. shall not on the ground of race, color, creed, sex, or national origin exclude any student from participation in or deny him/her benefits under any program nor grant any discriminatory consideration or advantage;
6. shall not use professional relationships with students for private advantage;
7. shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law; and
8. shall not tutor for remuneration students assigned to his/her classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II - Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He/she shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of and for interpreting educational programs and policies to the public. In fulfilling his/her obligation to the public, the educator:

1. shall not misrepresent an institution or organization with which he/she is affiliated, and shall take adequate precautions to distinguish between his/her personal and institutional or organizational views;
2. shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions;
3. shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities;
4. shall not use institutional privileges for private gain or to promote political candidates or partisan political activities; and
5. shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment nor offer any favor, service or thing of value to obtain special advantage.

PRINCIPLE III - Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He/she, therefore, exerts every effort to raise professional standards, to improve his/her service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he/she contributes actively to the support, planning and programs of professional organizations. In fulfilling his/her obligation to the profession, the educator:

1. shall not discriminate on the ground of race, color, creed, sex or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association;
2. shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities;
3. shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues;
4. shall withhold and safeguard information acquired about colleagues in the course of employment unless disclosure serves professional purposes;
5. shall not refuse to participate in a professional inquiry when requested by an appropriate professional association;
6. shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment or termination of employment;
7. shall not misrepresent his/her professional qualifications; and
8. shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV - Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He/she believes that sound professional/personal relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his/her profession by unqualified persons. In fulfilling his/her obligation to professional employment practices, the educator:

1. shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications;
2. shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates;
3. shall not knowingly withhold information regarding a position from an applicant or misinterpret an assignment or conditions of employment;
4. shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position;
5. shall not accept a position when so requested by the appropriate professional organization;
6. shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented or substantially altered by unilateral action of the employing agency;
7. shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency;
8. shall not delegate assigned tasks to unqualified personnel;
9. shall permit no commercial exploitation of his/her professional position; and
10. shall use time granted for the purpose for which it is intended.

**ARTICLE I
RECOGNITION**

- A. For purposes of collective bargaining on questions of wages, hours, and conditions of employment, the Committee recognizes the Association as the exclusive representative of the following professional employees of the Brockton School System:

UNIT A:

All Assistant Principals, all Housemasters and Assistant Housemasters, and all Directors, Coordinators, Supervisors, Department Heads, Team Facilitators and Associate Principals (with the exception of the Associate Principal at Brockton High School), but excluding all other employees of the Brockton School Department.

UNIT B:

All professional employees of the Brockton School Department including the school nurses, but excluding the Superintendent, the Deputy and/or Assistant Superintendent(s), the Principals, the Executive Directors, the members of Unit A and substitute teachers.

Unless otherwise indicated, the employees in the above units will be hereinafter referred to as “teachers” and references to male teachers will include female teachers.

- B. Except as specifically abridged, delegated, granted or modified by this Agreement or any supplement thereto or Chapter 150E of the General Laws of Massachusetts, all of the rights, powers and authority held by the Committee prior to the effective date of said Agreement are retained by the Committee and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.

**ARTICLE II
NEGOTIATION PROCEDURE**

- A. 1. Not later than December 1st of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers’ wages, hours, and other conditions of their employment. Such negotiation will include any matters covered by this Agreement and any other matters which the parties mutually agree are negotiable or which are by law held to be negotiable. Any agreement so negotiated will apply to all teachers covered by this Agreement and will be reduced to writing and signed by the Committee and the Association.

2. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- B. Before the Committee adopts a change in policy which affects wages, hours, or any other conditions of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee, provided that it files such a request with the Committee within ten (10) days after receipt of said notice. If the Association files the aforementioned request and no agreement is reached, a dispute over any implemented change concerning wages or hours shall be subject to the grievance and arbitration procedures as set forth in this Agreement.
 - C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
 - D. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III GRIEVANCE PROCEDURE

- A. Definitions
 1. A “grievance” is defined as a complaint by the Association, the Committee, a teacher or a group of teachers, based upon an alleged violation of or variation from the provisions of the Agreement or the interpretation or application thereof.
 2. A “party in interest” is the person or persons making the claim, the Association, the Committee, and/or any person who might be required to take action or against whom action might be taken in order to resolve a claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. At the option of the teacher, the Association will be given the opportunity to be present at the final adjustment and to state its views.

C. Procedure

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1st, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. Whenever there is a reference to either a number of days or to a number of school days in this Article, the computation of days during the period between September 1st and June 30th shall be based solely upon days on which school is in session; the computation of days between July 1st and August 31st shall be based solely upon weekdays, i.e., Monday through Friday with legal holidays excluded.

1. LEVEL ONE - A teacher or a group of teachers with a grievance will first discuss it with the principal or immediate supervisor, either directly or through the Association's School Representative, with the objective of resolving the matter informally. The grievance shall be in writing, signed by the grievant, grievants or by a representative of the group when the grievance is being submitted by a group of teachers and shall indicate the date, time and place of the occurrence giving rise to the grievance and the provision of the Agreement allegedly violated, varied from or with respect to which the interpretation or application thereof is in question. The Level One answer shall be supplied in writing to all interested parties, including the Chairman of the PR&R Committee, within ten (10) school days after the Level One discussion and shall set forth both the answer and the reasons therefore.

2. LEVEL TWO - (a) If the Level One answer does not satisfactorily resolve the grievance, then within twenty (20) school days after the presentation at Level One, the Chairman or other representative of the PR&R Committee may refer the grievance to the Superintendent of Schools or his/her designee.
 - (b) The Superintendent or his/her designee will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent or his/her designee, the Superintendent or his/her designee will meet with the aggrieved person or persons and/or with a representative of the PR&R Committee in an effort to resolve it. The Level Two answer shall be supplied in writing to the Chairman of the PR&R Committee within ten (10) school days after the Level Two meeting and shall set forth both the answer and the reasons therefore.
 - (c) If a written grievance is not forwarded to the Superintendent or his/her designee within thirty (30) school days after the aggrieved party knew or could with diligence have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.
3. LEVEL THREE - (a) If the Level Two answer does not satisfactorily resolve the grievance, then within twenty (20) school days after the presentation at Level Two, the Chairman or other representative of the PR&R Committee may refer the grievance to the School Committee. Within ten (10) school days after the School Committee receives the written grievance, the Grievance Subcommittee of the School Committee shall meet with the aggrieved person or persons and/or with a representative of the PR&R Committee in an effort to resolve it. The Grievance Subcommittee shall submit its report on the grievance at the next School Committee meeting following the grievance meeting for consideration by the full School Committee. The Association shall be notified when the Grievance Subcommittee's report is to be considered by the full School Committee and shall be given the opportunity to have a representative present an argument to the School Committee in support of its position on the particular grievance at the time that the Grievance Subcommittee's report on the grievance is being considered by the School Committee. The Level Three answer shall be supplied in writing to the Chairman of the PR&R Committee within ten (10) school days after the Level Three meeting and shall set forth both the answer and the reasons therefore.

(b) In the event that the Committee has a grievance against the Association and/or its members, the grievance will commence at Level Three. The Committee will notify the Association in writing relative to the alleged grievance. Within five (5) school days after receiving the written grievance the Chairman of the PR&R Committee and the President or his/her designee will meet with the Committee for the purpose of resolving the grievance.

4. LEVEL FOUR - (a) If the Level Three answer does not satisfactorily resolve the grievance, then, within thirty (30) days after the meeting at which the full School Committee considers the report of the Grievance Subcommittee, the Chairman or other representative of the PR&R Committee may refer the grievance to arbitration.

(b) If the Committee is not satisfied with the disposition of the grievance at Level Three, or if no agreement has been reached with the Association within ten (10) school days after the Association met with the Committee, the Committee may, within five (5) school days after the Level Three disposition, or fifteen (15) school days after the Association met with the Committee, whichever is sooner, request in writing that the grievance matter be submitted to arbitration. The Committee may, if it so desires, submit the grievance to arbitration within fifteen (15) schooldays.

(c) Within ten (10) school days after such written notice of submission to arbitration, the School Committee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(d) The arbitrator so selected will schedule a hearing and will issue his/her decision as soon as possible after the hearing has been concluded. The arbitrator's decision will be in writing, will set forth his/her findings of fact, reasoning and conclusions on the issues submitted and will be final and binding upon the parties. However, the arbitrator shall not have the power to alter, add to or detract from the provisions of this Agreement.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.

D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the School Committee, by any member of the administration or by the Association against any party in interest, any School representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.
2. Any member of the bargaining unit may be represented at all stages of the grievance procedure by a person of his/her own choosing except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association. When a member of the bargaining unit is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects either a group or class of teachers or the Association as a party to the contract, the processing of any such grievance may be commenced by the PR&R Committee at Level Two.
2. If a grievance is filed in response to some action taken by the Superintendent, it shall be instituted at Level Two. If a grievance is filed in response to some action taken by the School Committee, it shall be instituted at Level Three. In either instance, the grievance shall be instituted within thirty (30) school days after the aggrieved party knew or could with diligence have known of the act or condition on which the grievance is based.
3. Any answer to a grievance that is in favor of the aggrieved person or persons shall provide for restitution and/or for such other remedy as may be appropriate under the circumstances of that particular grievance provided that no such remedy shall be retroactive beyond the thirtieth school day prior to the submission of the written grievance at Level Two.
4. Unless requested to do otherwise by the teachers in question, any documents, communications and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said teachers.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given

appropriate distribution so as to facilitate operation of the grievance procedure.

6. It is mutually agreed that no portion of the Code of Ethics that is incorporated in this Agreement is subject to grievance or arbitration.

ARTICLE IV SALARIES, RATIOS AND DIFFERENTIALS

- A.
 1. For the school years 2005 – 2006 and 2006 – 2007, teachers shall be paid their annual salaries in twenty-seven (27) equal bi-weekly installments as per the schedules that are set forth in the “Salary Creep” Memorandum of Agreement dated August 15, 2005.
 2. Beginning with the 2007 – 2008 school year, teachers shall be paid their annual salaries in twenty-six (26) equal bi-weekly installments on every other Friday during their respective work years except in those years in which twenty-seven (27) Friday paydays occur between September 1 and August 31. In such years, teachers shall be paid their annual salaries in twenty-seven (27) equal bi-weekly installments on every other Friday during their respective work years.
 3. In the event that a teacher leaves the employ of the Brockton School Department at a point in time when the teacher has received a greater portion of his or her annual salary than the teacher has actually earned based upon the time that he/she has worked up to that point, the teacher will be required to refund the excess unearned amount to the School Department.
- B. Teachers will have the option of collecting their July and August salary checks on the last regularly scheduled pay date in June, but only provided the teacher notifies the Superintendent or his/her authorized agent in writing by June 1st of the teacher’s intention to exercise his/her option under this section of the Agreement.
- C. The basic economic settlement that has been agreed upon in the negotiations for the 2018 – 2021 Collective Bargaining Agreements is set forth as follows:

1st Year (2018 – 2019)

1. The following Longevity Plan (Appendix A-4) shall be effective as of September 1, 2018 to reflect increases in the amount of one thousand dollars (\$1,000) at the 20, 25 and 30 year increments:

<u>Years of Service</u>	<u>Longevity Pay</u>
12	\$650 (no increase)
15	\$1,950 (no increase)
20	\$4,100 + 1% of Master's Maximum
25	\$4,900 + 1% of Master's Maximum
30	\$5,975 + 1% of Master's Maximum

2. As of September 1, 2018, three hundred eighty (\$380) shall be added to Step 12 on the Salary Schedule.

2nd Year (2019 – 2020)

1. The following Longevity Plan (Appendix A-4) shall be effective as of September 1, 2019 to reflect increases in the amount of seventy-five dollars (\$75) at the 15 year increment and four hundred seventy-five dollars (\$475) at the 20, 25 and 30 year increments:

<u>Years of Service</u>	<u>Longevity Pay</u>
12	\$650 (no increase)
15	\$2,025
20	\$4,575 + 1% of Master's Maximum
25	\$5,375 + 1% of Master's Maximum
30	\$6,450 + 1% of Master's Maximum

2. As of the mid-point of the 2019 – 2020 school year, two thousand three hundred dollars (\$2,300) shall be added to Step 12 on the Salary Schedule.

3rd Year (2020 – 2021)

1. The following Longevity Plan (Appendix A-4) shall be effective as of September 1, 2020 to reflect increases in the amount of seventy-five dollars (\$75) at the 15 year increment and four hundred seventy-five dollars (\$475) at the 20, 25 and 30 year increments:

<u>Years of Service</u>	<u>Longevity Pay</u>
12	\$650 (no increase)
15	\$2,100
20	\$5,050 + 1% of Master's Maximum
25	\$5,850 + 1% of Master's Maximum
30	\$6,925 + 1% of Master's Maximum

2. As of the mid-point of the 2020 – 2021 school year, two thousand four hundred dollars (\$2,400) shall be added to Step 12 on the Salary Schedule.

Off Schedule Positions. The following agreements have been reached concerning the Off Schedule Positions:

1. The Student Information Management Specialist position shall receive the following increases to its base salary on the Schedule on the following dates:
 - A. July 1, 2018 Three hundred eighty dollars (\$380)
 - B. January 1, 2020 Two thousand three hundred dollars (\$2,300)
 - C. January 1, 2021 Two thousand four hundred dollars (\$2,400)

- D. All hourly rates for teachers and administrators shall be increased in accordance with the following schedule:

Effective September 1, 2018	Two percent (2.0%)
Effective September 1, 2019	Two percent (2.0%)
Effective September 1, 2020	Two percent (2.0%)

- E. The following percentage increases shall be applicable to all rates in Appendix B (Coaches Schedule).

Effective September 1, 2018	Two percent (2.0%)
Effective September 1, 2019	Two percent (2.0%)
Effective September 1, 2020	Two percent (2.0%)

- F. The following percentage increases shall be applicable to all rates in Appendix C (Extracurricular Activities):

Effective September 1, 2018	Two percent (2.0%)
Effective September 1, 2019	Two percent (2.0%)
Effective September 1, 2020	Two percent (2.0%)

- G. Attached hereto as Appendices A-1 to A-3 are the Teacher Salary Schedules that will be in effect during the term of the 2018 – 2021 Collective Bargaining Agreement, including the Expanded Learning Time Salary Schedules. The Doctorate Column on the Salary Schedules includes Juris Doctor.

- H. In the case of administrators and other bargaining unit personnel who are employed on a twelve month basis, the foregoing general salary increases which are scheduled for September 1 for teachers shall take effect as of the immediately preceding July 1st and those which are scheduled for the midpoint of a salary computation year shall take effect as of the immediately preceding January 1st.

- I. The ratios for administrators as indicated in Appendix D which is attached hereto and made a part hereof shall be applied to the new maximums of the Masters

column on the Teachers' Salary Schedule on the same dates as of which those maximums are increased in accordance with the preceding paragraphs. As a result of certain prior agreements between the School Committee and the Association, certain administrators (or former administrators) whose salaries were "red-circled" pursuant to those agreements shall continue to be compensated in accordance with the terms of those agreements.

- J. The salaries of all personnel covered by this Agreement who receive a differential shall have that differential indicated in Appendix E which is attached hereto and made a part hereof.
- K. The compensation for missed preparation periods shall be a sum that is equal to the pro-rated contractual hourly rate for the actual time missed. The compensation for missed preparation periods shall be increased to reflect the prorated contractual hourly rate whenever that rate is increased.
- L. All teachers will be paid via direct deposit into a bank account established by the teacher.

ARTICLE V TEACHING HOURS AND TEACHING LOAD

- A.
 - 1. The starting and dismissal times for students shall be as set forth in Appendix I, which is entitled "BPS Three-Tiered Busing System." The starting and dismissal times for students shall remain in effect unless the parties mutually agree to different times.
 - 2. The workday for teachers in the Brockton Public Schools for the shall be as set forth in Appendix I, which is entitled "BPS Three-Tiered Busing System." The workday for teachers shall remain in effect unless the parties mutually agree to different times.

In the event that the School Committee wishes to alter the starting and ending times for Teachers during the life of this Agreement, it shall negotiate the issue with the BEA. In addition, the current practice of permitting Teachers to leave school early for coaching at the High School, Middle Schools and/or K-8 Schools shall continue.

- 3. The starting and ending times for both the students and the teachers in certain Elementary Schools may be modified by the School Committee for the sole purpose of implementing a staggered busing schedule. Any such modification in time shall be subject to the following conditions:
 - (a) No such modification shall be greater than fifteen (15) minutes at either end of the day.

- (b) The same modification shall be made for both the starting and dismissal times at any such school - e.g. if the starting time for both the student and teacher day is advanced by fifteen (15) minutes at a particular school, the dismissal or ending time for both the students and the teachers at that school shall similarly be advanced by fifteen (15) minutes.
 - (c) The length of the students' school day shall not be longer than six (6) hours and fifteen (15) minutes.
 - (d) The length of the teachers' work day shall not be longer than six (6) hours and forty-five (45) minutes.
 - (e) The teachers at any school at which such a modification in the starting and ending times is made shall be notified of the change by no later than June 1 of the preceding school year so that they can plan accordingly for that school year.
 - (f) The school day and work day schedule that is in effect at any school on September 1 may not be changed at any subsequent time during that contract year except with the Association's written consent.
- 4. In emergency situations or to meet with pupils who may wish assistance or advice, a teacher may be required to remain beyond the aforesaid dismissal times.
 - 5. Personnel other than classroom teachers (i.e., persons on ratio) will work in accordance with the work schedule attached hereto as Appendix F. It is recognized, however, that the proper performance of their duties may, on occasion, require these persons to work longer than the normal working day. In cases where an administrator believes that he/she has been directed to work beyond his/her normal working hours an unreasonable amount of time, he/she may file a grievance which shall be processed pursuant to Article III.
- B. 1. The work year of teachers (other than new personnel who may be required to attend two (2) additional days of orientation) will begin no earlier than the Monday before Labor Day provided that that day is not earlier than September 1st and will terminate no later than June 30th, but will in no event be longer than three (3) days more than the number of days that pupils are required to be in attendance by state law. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which teacher attendance is required. Attendance by administrators at

such orientation days that are established by the Committee is not to be considered a specific part of their work year.

2.
 - a. The school calendars for the school year 2019 – 2020 shall be in accordance with Appendix G that is attached hereto and made a part hereof.
 - b. The school calendar for the school year 2020 – 2021 shall be consistent with that for the school year 2019 – 2020 including that there will be no school on the day before Thanksgiving and Good Friday will be scheduled as a half-day of school.
 - c. In the event that the authority of the Commissioner of Education to promulgate regulations pertaining to the school day and/or the school year, particularly with respect to snow days, is limited by legislation or judicial decision during the term of the contract, the contract shall be reopened for the limited purpose of revising the school calendar to the extent permitted by any such legislative or judicial limitation.
 3. All elementary teachers shall be scheduled to have four (4) half-days during the school year to be utilized for parent conferences on a released-time basis.
 4. All elementary and kindergarten teachers shall be scheduled to have four (4) half-days of released time, two (2) of which shall be in June, and all middle school teachers shall have four (4) half-days of released time during the school year for the purpose of participating in In-Service Programs.
 5. The customary vacation periods for Christmas, February and April for both students and teachers shall remain unchanged. However, in the event that there is an excessive number of snow days in any year, the parties will engage in the process implemented in the 1995-1996 school year to adjust one of the vacation periods.
- C. 1. (a) The workday for elementary teachers will normally begin fifteen (15) minutes before the start of the pupil day and will end fifteen (15) minutes after dismissal time. Deviations from the aforementioned workday may be made by mutual agreement between the Association and Committee. All elementary teachers, including specialists, shall be scheduled for five (5) preparation periods of forty (40) minutes each based upon a five (5) day week. The workday for elementary teachers will not be longer than six (6) hours and forty-five (45) minutes.

- (b) The workday for middle school teachers will normally begin fifteen (15) minutes before the start of the pupil day and will end twenty-seven (27) minutes after the dismissal. The workday for middle school teachers will not be longer than seven (7) hours and twelve (12) minutes.
 - (c) The workday for senior high school teachers will normally begin ten (10) minutes before the start of the pupil day and will end twenty-four (24) minutes after the dismissal. The workday for senior high school teachers will not be longer than seven (7) hours and thirteen (13) minutes. Beginning with the implementation of the six period day in the 2016-2017 school year, the reference to ten (10) minutes before the start of the pupil day that appears above will be changed to fifteen (15) minutes before the start of the pupil day.
 - (d) The workday for Pre-K and kindergarten teachers will normally begin fifteen (15) minutes before the start of the first session and will end fifteen (15) minutes after the dismissal time of the second session but will in no event be longer than six (6) hours and forty-five (45) minutes including lunch, preparation and recess time. Pre-K and kindergarten teachers will receive five (5) preparation periods of forty (40) minutes per week based upon a five (5) day week.
2. Teachers may be required to remain after the student dismissal time, without additional compensation, for up to one (1) hour to attend up to two (2) staff meetings each month. This limitation may be exceeded only in emergency situations beyond the control of the administration and with the approval of the Superintendent or his/her designee and prior notification must be made to the Association. Notification of all meetings must be normally made at least five (5) days prior to the actual date of the meeting. It is understood that participation by teachers on or in committees and/or innovations in teaching methods, while encouraged, is not required as are the “up to two staff meetings each month” that are referred to in this Section except when such participation falls within the “two staff meetings each month” that are referred to herein or when such participation occurs on release time or in-service days.
3. Pre-K, kindergarten, elementary school and secondary school teachers may be required to attend three (3) evening meetings during each school year with one (1) of the three (3) meetings being an open house format in September of each contract year (at Brockton High School, in September or October). Attendance at all other evening meetings will be at the option of the individual teacher. Teachers shall be notified when the Open Houses will be held no later than June 15 of the preceding school year. In addition, Open Houses may only be held on scheduled school days, Monday through Thursday.

4. When the opening of school on a given day is delayed due to inclement weather or for any other reason, the starting time for Teachers will be delayed by one-half of the length of the delay. For example: a two (2) hour delay to the start of school will result in a one (1) hour delay to the start of the Teacher work day; a one (1) hour delay to the start of school will result in a thirty (30) minute delay to the start of the Teacher work day.

At the Elementary and Middle School levels, each school principal shall establish a team of up to three (3) Teachers who will be responsible for reporting to work at the regular reporting time in the event of a delayed opening and providing supervision for any students in the building. Positions on the Team shall be posted at the start of the school year and Teachers may make voluntary application for such positions. A Teacher who volunteers and is selected will be required to report to school at the normal reporting time on days of delayed opening. The Teacher(s) will be paid at the hourly rate set forth in Appendix A-8 (e) for time worked up to the length of the delayed start to the Teacher work day.

On delayed opening days, formal teaching instruction will not begin until the official start of the school day. However, Teachers may be required to supervise students and perform such other work as may be directed between the start of the workday and the start of the school day. At the beginning of each school year, building administrators and BEA representatives at each school will meet to establish a delayed start protocol; the protocol at each school will be subject to approval by the Superintendent and by the BEA President or his/her designee.

- D. Teachers will have a daily lunch period during which time no other duties will be scheduled for at least the following lengths:
 - (a) Elementary School (Pre-K through 6) -Thirty (30) minutes
 - (b) Middle School - Thirty (30) minutes
 - (c) Senior High School - Thirty (30) minutes
- E.
 1. There will be a twenty (20) minute recess period each morning in the elementary schools. Each elementary school teacher will be off duty for such recess period every other day.
 2. Whenever the Committee has reasonable notice, in accordance with Article XXXII, Section B, that a part-time teaching assistant principal or a floating teacher will be absent, the Committee will provide substitutes for teaching purposes, except in an emergency situation.

3. Each elementary teacher will be assigned to student supervisory duty either for the fifteen (15) minutes before the start of the student day or for fifteen (15) minutes after the end of the student day, but not both.
 4. Elementary specialist teachers will be assigned to no more than six (6) periods of forty (40) minutes each per day, with no less than five (5) minutes of passing time between periods. None of these periods will be scheduled to begin before the start of the student day. Specialist teachers whose schedule is split between schools will be scheduled with sufficient travel time.
 5. With the exception of the equitable integration of substantially separate special education students, no specialist class size can exceed the largest class size at the applicable grade in the applicable building.
- F. Middle school teachers will, in addition to their lunch period, have a preparation period each day during which they will not be assigned to any other duties. Middle school teachers will be assigned not more than eight (8) periods per day, consisting of at least one (1) daily preparation period, and not more than twenty-eight (28) teaching periods per week for academic subject teachers and not more than thirty-three (33) teaching periods per week for non-academic subject teachers.
- G. 1. Senior high school teachers will, in addition to their lunch period, have one (1) unassigned period per day for preparation during which time they will not be assigned to any other duties. In addition, they will have one (1) duty period per day during which they will be assigned by the principal or his/her designee to instructional assistance or to such non-teaching duties as supervision, common planning time for team teachers or professional development; however, there shall not be any prior preparation or subsequent follow-up work in connection with any instructional assistance to which a high school teacher may be assigned during this period. Each teacher will be freed from their assigned duty period on eleven (11) days during each of the four (4) terms. Five (5) of these days will be additional unassigned preparation periods, and six (6) of these days will be for professional development and/or collaboration as assigned by the administration.
2. The student schedule at Brockton High School will consist of a six (6) period day, consistent with the following with the teacher day starting at 7:10 and ending at 2:23:

Period	Start Time	End Time	Minutes
1	7:25	8:23	58
2	8:27	9:22	55
3	9:26	10:21	55
4	10:25	11:20	55
5L1	11:24	11:54	30
5L2	11:57	12:27	30
5L3	12:30	1:00	30
6	1:04	1:59	55

Senior high school teachers will be assigned no more than four (4) academic classes of fifty-five (55) minutes in length out of the six (6) period day except for the floor teachers who will be assigned to no more than three (3) such academic classes per day, along with three (3) duty periods and no preparation period. No teacher will have more than three (3) academic levels (e.g., College Prep, College Prep Advanced, Honors, etc.) per day. Department Heads will be provided with adequate time to perform their supervisory duties without being deprived of their guaranteed daily preparation time.

The following two (2) exceptions to the fifty-five (55) minute class length limitation that is set forth above have been agreed upon in order to bring Brockton High School into compliance with the DESE's 990 hour time in learning requirement.

- (a) Period 1 has been increased from fifty-five (55) minutes to fifty-eight (58) minutes. However, during the additional three (3) minutes of that period, the daily announcements shall be broadcast and teachers shall record attendance and tend to issues that are presently handled during homeroom period so that no teacher shall be required to teach students for more than fifty-five (55) minutes.
- (b) Period 5 shall consist of three (3) thirty (30) minute lunch periods with four (4) minutes of passing time between period 4-5L1, three (3) minutes of passing time between 5L1 and 5L2, three (3) minutes of passing time between 5L2 and 5L3 and four (4) minutes of passing time between 5L3 and Period 6. The addition of this passing time in between lunch periods changes the overall duration of the class period portion of Period 5 from fifty-five (55) minutes to either sixty (60) or sixty-three (63) minutes. This is an increase in class period duration of either five (5) or eight (8) minutes above the normal fifty-five (55) minute period during which time teachers shall not be required to plan or instruct students.

- H. 1. Section F and G will not apply to nurses, but during the course of each work day, each nurse, in conjunction with the principal, shall arrange a thirty (30) minute period of time for performing paper work and administrative duties, but during which time the nurse will be available for emergencies.
- 2. Whenever possible, substitute nurses will be employed to cover for absent nurses. If substitutes are unavailable, the School Department will make every effort to avoid reassigning nurses from their existing schedules. The Director of Health Services will make the final decision, and this decision will not be subject to the grievance/arbitration process.
- I. Whenever practicable secondary schoolteachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations with said subjects at any one time.
- J. Exceptions to the provisions of Section D, E, F, and G above may be made only if it is necessary to do so in the best interests of the educational process. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two thereof.
- K. Teacher participation in extracurricular activities (i.e., clubs, athletic coaching, and similar activities taking place outside of the regular workday) will be strictly voluntary and teachers will be compensated for all such participation in accordance with the provisions of Appendices B & C of this Agreement.
- L. For those situations covered by the Arbitration Award in American Arbitration Case No. 1139-1362-81, high school teachers who volunteer to cover an extra class for an absent teacher in addition to their regular class assignment shall be paid \$50.00 for each extra class so covered effective September 1, 2018. This amount will be increased to \$51.00 for each class so covered effective September 1, 2019 and to \$52.02 for each class so covered effective September 1, 2020.
- M. The annual work year of the Instructional Leadership Coaches, the Curriculum Coaches, the Standards Based Mathematics Coaches, the English Language Acquisition Coach, the High School Guidance Counselors, the Middle School Guidance Counselors and the Special Education MCAS Coach will include up to five (5) work days beyond the regular teacher's work year compensated at the respective individual's per diem rate (annual salary divided by the number of days in the contractual teacher work year). Notification of the following year's work schedule will be made by April 1 each year.
- N. For purposes of this Article, references to elementary schools shall include those schools which are following the elementary school schedule.

**ARTICLE VI
CLASS SIZE**

Classes containing concentrations of exceptional pupils shall be held so far as practical to a number which permits optimum learning assignments for such students and at no time will exceed the number set by state law.

**ARTICLE VII
SPECIAL TEACHERS AND SPECIAL PROGRAMS**

The Committee and the Association recognize the fact that an adequate number of competent special teachers is essential to the operation of an effective educational program. The Committee agrees to make a reasonable effort to provide substitutes when special teachers are absent.

**ARTICLE VIII
RELIEF FROM NONPROFESSIONAL DUTIES**

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to engage in professional activities and that his/her energies should, to the extent possible, be utilized to this end. Therefore, the Committee agrees to employ twenty-five (25) full-time teacher-aides (not including those employed under Federal programs) in order to relieve teachers, to the extent possible, from performing nonprofessional administrative and clerical tasks.
- B. Teachers will continue to pass out to their students materials pertaining to insurance and pictures, but will not be required or expected to be involved in any way in the keeping of records or the collection of money pertaining to such insurance and pictures.

**ARTICLE IX
TEACHER EMPLOYMENT**

- A. Upon initial employment, vocational education teachers shall be credited with one (1) year of salary placement credit, not to exceed nine (9) years, for every two (2) years of work experience in the field in which they are going to teach. At the discretion of the Superintendent, other secondary subject area teachers may be given one (1) year of salary placement credit, not to exceed nine (9) years, for every two (2) years of work experience outside of teaching in the field in which they are going to teach. Full credit not to exceed nine (9) years will be given for previous outside public school teaching experience upon initial employment. At the Superintendent's discretion, credit not to exceed nine (9) years may be given

for part or all previous nonpublic school teaching experience upon initial employment. Additional credit for one (1) year will be given for military experience upon initial employment. Credit beyond the aforesaid one (1) year may be given at the discretion of the Superintendent if, in his/her opinion, the functions performed while in the military warrant it.

- B. 1. Teachers with previous teaching experience in the Brockton School system will, upon returning to the system, receive full credit on the salary schedule for all outside and Brockton teaching experience and military experience up to the maxima set forth in Section A above. Teachers who have not been engaged in teaching on a full-time basis will, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.
- 2. Previously accumulated unused sick leave days will be restored to all teachers who return from an approved leave of absence of any kind or who are recalled from a layoff but not to teachers who are rehired after terminating their employment.

ARTICLE X TEACHER ASSIGNMENT

- A. Teachers, other than newly appointed teachers, will be notified in writing of the schools to which they will be reassigned, the grades and/or subject that they will teach, and any special or unusual classes that they will have for the coming school year, as soon as practicable, and under normal circumstances not later than one week prior to the close of school. A list of open positions in the District will be posted online and updated throughout the year by the Human Resources Office.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- C. In making changes in grade assignment in the elementary schools and in subject assignment in the secondary schools, the convenience and wishes of the individual teacher will be honored to the extent that these do not conflict with the best interests of the school system and the pupils.
- D. Teachers who desire a change in grade or subject assignment will file a written statement of such desire with the office of the Superintendent not later than April 1st. A teacher who, after April 1st, is reassigned pursuant to Section A of this Article, or involuntarily transferred pursuant to Sections A – D of Article XI, may file the written statement of desire to change grade or subject assignment after

the April 1st deadline but no later than June 30th. Such statement will include the grade and/or subject to which the teacher desires to be assigned. All teachers filing this written statement of desire will be given the opportunity to interview for vacancies which occur prior to the close of the school year within the grade and/or subject to which the teacher desires to be assigned, and for which the teacher is properly licensed, before an outside candidate is hired to fill the vacancy. As soon as practicable, and not later than two (2) weeks after the close of the school year, the Superintendent will notify by school email each teacher of the action taken in regard to his/her request for a change. Teachers desiring a change in grade or subject assignment shall have the option of retaining their current assignment if they do not wish to accept the results of this action, providing the original position of the teacher has not already been filled.

- E. When a vacancy arises after the close of the school year but before the start of the following school year, the principal may, but is not required to, fill the vacancy with a teacher from the list of those teachers who had filed a written statement of desire to be reassigned to the grade and/or subject assignment in which the vacancy occurs.
- F.
 - 1. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. Such teachers will be notified of any changes in their schedules as soon as practicable.
 - 2. Teachers who are required to use their cars on approved school business will receive twenty (20) cents per mile or the mileage allowance that the City of Brockton pays to its employees, whichever is higher, for all driving done by them on such school business.
- G. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status or age.

ARTICLE XI TRANSFERS

Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfers of teachers are disruptive of the educational process and interfere with optimum teacher performance.

- A. In making transfers, the convenience and wishes of the individual teacher will be honored to the extent that these do not conflict with the best interests of the school system and the pupils.

- B. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance and length of service in the Brockton School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his/her designee), at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher the Association will be notified and the Superintendent (or his/her designee) will meet with the Association's representative to discuss the transfer.
- C. A list of open positions in the District will be posted online and updated throughout the year by the Human Resources Office, and all other factors being substantially equal, preference will be given in filling such positions on the basis of length of service in the Brockton School System. To the extent that it does not interfere with the educational program, all such teachers will be given adequate time off for the purpose of visiting schools at which such openings exist.
- D. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than one week prior to the close of school.
- E. Exceptions to the provisions of Sections A, B, C and/or D above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the teacher(s) and/or school(s) affected. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two thereof.
- F. Teachers who desire to transfer to another building will file a written statement of such desire with the office of the Superintendent not later than April 1st. A teacher who, after April 1st, is reassigned pursuant to Article X, Section A or involuntarily transferred pursuant to Sections A – D of this Article, may file the written statement of desire to transfer after the April 1st deadline but no later than June 30th. Such statement shall include the school(s) to which he/she desires to be transferred. All teachers filing a written request of transfer will be given the opportunity to interview for vacancies which occur prior to the close of the school year at the school(s) to which the teacher desires to be transferred, and for which the teacher is properly licensed, before an outside candidate is hired to fill the vacancy. As soon as practicable, and not later than two (2) weeks after the close of the school year, the Superintendent will notify by school email each teacher of the action taken in regard to his/her request for a change. Teachers desiring transfers shall have the option of remaining in the same school if they do not wish to accept the results of this action, providing the original position of the teacher has not already been filled.

- G. When a vacancy arises after the close of the school year but before the start of the following school year, the principal may, but is not required to, fill the vacancy with a teacher from the list of those teachers who had filed a written statement of desire to transfer to the school in which the vacancy occurs.
- H. Before a teacher is assigned or transferred to a particular school the principal of the school in question will be consulted regarding said assignment or transfer.
- I. Transfers of teachers will be made without regard to race, creed, color, religion, nationality, sex, marital status or age.

ARTICLE XII PROMOTIONS

- A. For purposes of this Article, a “promotional position” is defined as any position paying a salary differential and/or any position on the administrator-supervisor level, including, but not limited to, positions as deputy superintendent, supervisor, director, principal, headmaster, master, department head, counselor and executive director.
- B. Whenever any vacancy in a promotional position occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be sent, under normal circumstances, to all teachers with the salary check for the pay period during which said vacancy occurs, but in no event later than with the salary check for the pay period immediately following in which said vacancy occurs. Teachers who wish to receive notification of promotional vacancies and who do not regularly receive their checks during the summer at their own addresses, may receive said notification providing they leave self-addressed envelopes in the Human Resources Office. In both situations the qualifications for the position, its duties and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies in such positions occur unless the Association has been notified in advance of such changes and the reasons thereof. Except on a temporary basis, vacancies will not be filled within two (2) weeks and ordinarily not within thirty (30) days from the date the notice is posted in the schools or the mailing of notification to the teachers. Application for such positions shall be filed in writing.
 - 1. The parties agree to adopt the following paperless notification procedure which shall be applicable to Article XII, Section B, Article XIII, Section A and Article XXXII, Section G of the contract which shall remain in full force and effect except that all notices shall be publicized electronically in accordance with the following terms:

- a. Whenever a vacancy occurs, it will be publicized by the Superintendent by means of an email notification to each member of the BEA at the member's school email address and to the President of the BEA at the BEA's email address. In addition, said vacancy shall be published on the Brockton Public Schools' website.
 - b. Any teacher who wishes to receive notices of vacancies during the summer months at his/her home email address may do so by providing said email address to the Human Resources Office.
 - c. Applicants shall have the option of submitting an application electronically or by paper.
- C. All teachers will be given adequate opportunity to make application for such positions and the Committee agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. When in the opinion of the School Committee, all other factors are substantially equal, preference will be given to qualified teachers already employed by the Committee, and each teacher applicant not selected will receive a written notification of the action taken by the Committee. The decision of the School Committee will not be subject to arbitration. Inasmuch as merit and qualifications are to be given prior consideration for the filling of any promotional vacancy, it is agreed that no applicant will utilize social, political or economic pressures. Whenever practicable, appointments will be made not later than sixty (60) days after the notice is posted in the schools or the mailing of notification to the teachers.
- D. Personnel may file a resume which will be kept up-to-date by the individual. This resume may be referred to at the time an individual is making application for a position or promotion.
- E. The Committee will be required to advertise once in a period of four (4) months for either the same promotional position or for a similar promotional position.
- F. Appointments will be made without regard to race, creed, color, religion, nationality, sex, marital status or age.

**ARTICLE XIII
PAID POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL,
CURRICULUM COMMITTEES OR FEDERAL PROGRAMS**

- A. All openings for summer school and evening school positions and for positions under federal programs will be adequately publicized by the Superintendent in

each school building as early as possible. Under normal circumstances, summer school and evening school openings will be publicized not later than the preceding March 1st and June 1st, respectively, and teachers selected will be notified not later than May 1st and September 1st, respectively. Openings for positions under Federal programs or curriculum committees will be publicized not later than thirty (30) days prior to the filling of such positions.

- B. Teaching positions in the Brockton summer school, evening school and teaching positions under Federal programs will, to the extent possible, be filled first by regularly appointed classroom teachers in the Brockton School System.
- C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Brockton School System, and, in regard to summer school or evening school positions, previous Brockton summer school or evening school teaching experience.
- D. Teachers in these programs shall be compensated at the rate of \$35.08 per hour effective September 1, 2018. Effective September 1, 2019, the hourly rate will be increased to \$35.78. Effective September 1, 2020, the hourly rate will be increased to \$36.50.

ARTICLE XIV TEACHER EVALUATION

- A. The BEA and the School Committee have negotiated a comprehensive Evaluation Procedure, including Contract Language, Forms and Rubrics in accordance with the statutory mandate of Chapter 71, Section 38 of the General Laws and the applicable Regulations of the Department of Elementary and Secondary Education. The Contract Language, Forms and Rubrics are incorporated into the Collective Bargaining Agreement and are set forth in an Appendix to the Contract.
- B. All monitoring or observation of the work performance of a teacher will be conducted openly with full knowledge of the teacher. Within a reasonable length of time, teachers will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors.
- C.
 - 1. Teachers will have the right, upon written request, to review the contents of their personnel file.
 - 2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing

his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

- D. Any complaints regarding a teacher made to any member of the administration by any parent, student or other person will be promptly called to the attention of the teacher.
- E. The Association recognizes the authority and responsibility of the Principal and the Director of the Horace Mann Champion School for disciplining or reprimanding a teacher for delinquency of professional performance. However, such disciplining or reprimanding, whenever the situation warrants, should be conducted in private. If a teacher is to be disciplined or reprimanded by the Superintendent or a Deputy Superintendent, however, he/she may request that a representative of the Association be present.
- F. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Whenever a teacher elects arbitration as the procedure for resolving any dispute involving his/her suspension, dismissal, demotion, removal, or termination, arbitration shall be the exclusive procedure for resolving any such dispute notwithstanding any contrary provision of Section 16 of Chapter 32 or Sections 42 or 42D of Chapter 71 of the General Laws, or, in the case of the school nurses, Sections 41-45 of Chapter 31. Conversely, whenever a teacher has commenced an action pursuant to Section 16 of Chapter 32 or pursuant to Sections 42 or 42D of Chapter 71 or, in the case of the school nurses, pursuant to Sections 41-45 of Chapter 31 relative to his/her suspension, dismissal, demotion, removal, or termination, he/she shall be precluded from pursuing the matter to arbitration.
- G. In recognition of the fact that occupational, physical and music therapists are not currently eligible to obtain professional teacher status under M.G.L. c. 71, the parties hereby agree as follows with respect to the bargaining unit members who are employed in these therapist positions:
 - 1. During their first three (3) consecutive school years of service, the employees in these therapist positions will be subject to annual renewal or non-renewal of their contracts on the same basis as teachers. Once an occupational, physical or music therapist has served for three (3) consecutive school years and has been rehired for a fourth (4th) school year, he/she will be regarded as a permanent employee who is no longer subject to annual appointment provided that he/she was properly licensed and, if applicable, certified for that entire prior three (3) year period.

2. Occupational, physical and music therapists with up to three (3) years of service in the Brockton Public Schools shall be evaluated on at least an annual basis and those therapists with more than three (3) years of experience in the Brockton Public Schools shall be evaluated once every two (2) years. Said evaluations shall be conducted on the same schedule as all other members of the bargaining unit with the same level of experience in the Brockton Public Schools.

**ARTICLE XV
TEACHER FACILITIES**

- A. Each school presently in use will have the following facilities:
 1. Space in each classroom for safe storage of personal belongings, instructional materials and supplies;
 2. A teacher workroom containing adequate equipment and supplies to aid in the preparation of instructional materials;
 3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. To the extent possible, said room will be in addition to the aforementioned teacher workroom.
- B. To the extent feasible in existing buildings and in designing new buildings, the Committee will provide the following facilities:
 1. A communication system so that teachers can communicate with the main building office from their classroom in the event of emergency;
 2. Well-lighted and clean teacher rest rooms.
- C.
 1. To the extent possible, each school will have an appropriately furnished room to serve as a health room containing a narcotic safe, desk, chair, space for safe storage of health room supplies and sufficient space to conduct physical examinations privately. The facility will have adequate lighting, heating and ventilation. Existing facilities where adequate will not be diminished.
 2. Wherever conditions allow, building principals shall assign an accessible parking space for the school nurse.

**ARTICLE XVI
USE OF SCHOOL FACILITIES**

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings; provided, however, that the Association will be required to pay for any additional custodial costs involved by reason of said meetings. The Principal of the building in question will be notified in advance of the time of all such meetings.
- B. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge for the purpose of displaying notices, circulars, and other Association material. Copies of all such material will be given to the building principal, but his advance approval will not be required. The Association agrees that it will not post any material which is derogatory to the administration, the School Committee or any member thereof, or the Brockton School System.
- C. No teacher will be prevented from wearing pins or other identification of membership in the Association or any other teacher organization.

**ARTICLE XVII
SICK LEAVE**

- A. Teachers will be entitled to sick leave days each school year as of the first official day of such school year whether or not they report for duty on that day in accordance with the following schedule:

First year.....	11 days
the years thereafter.....	15 days.

In case of merit, the Committee may allow sick leave beyond the above limit. The maximum accumulation for teachers shall be two hundred forty-five (245) days. Administrators may accumulate up to a maximum of forty-five (45) days beyond the number of days in their particular work year as set forth in Appendix D. The maximum accumulation for administrators shall be sixty-five (65) days beyond the number of days in their particular work year.

- B. A teacher on maternity leave may use her sick leave days for the period of her temporary pregnancy-related disability to the same extent that teachers may use sick leave days for any other personal illness or injury.
- C. (1). A teacher may use up to six (6) days per year of his/her accumulated sick leave in order to care for an ill or incapacitated member of the teacher's immediate household. The sick leave bank may not be accessed for this purpose.

- (2). In the event that a teacher needs to provide care for a member of his/her immediate family, as defined by the Family and Medical Leave Act ("FMLA"), who has a serious health condition, as defined by the FMLA, said teacher may use up to twenty (20) days per year of his/her accumulated sick leave for said purpose. All of the requirements as promulgated under the FMLA shall apply. The sick leave bank may not be accessed for this purpose.
- D. In addition to personal illness or injury, as well as the uses identified in Section C above, sick leave may be utilized for any other reason approved by the Superintendent and as permitted by law.
- E. Upon the retirement or death of a teacher who has completed twenty (20) or more years of service in the Brockton School System, said teacher or his/her estate will receive one-half (1/2) pay for all unused accumulated sick leave up to fifty (50) days at the rate of compensation which he/she is receiving at the time of his/her retirement or death. A teacher who has completed twenty-five (25) or more years of service in the Brockton School System, said teacher or his/her estate will receive one-half (1/2) pay for all unused accumulated sick leave up to ninety (90) days at the rate of compensation which he/she is receiving at the time of his/her death or retirement. A teacher who has completed thirty (30) or more years of service in the Brockton School System, said teacher or his/ her estate will receive one-half (1/2) pay for all unused accumulated sick leave up to one hundred thirty (130) leave days at the rate of compensation which he/she is receiving at the time of death or retirement. Payment for unused sick leave shall be made on or before July 15th of the fiscal year immediately following the effective date of retirement or death. In addition, the School Committee agrees to implement the use of a 403B Plan in accordance with the applicable Internal Revenue Service Regulations in order to permit teachers to make a one-time transfer of the compensation to which they are entitled pursuant to this provision to a 403B Plan that will be administered by a third party vendor in order to reduce potential income tax liability. It is expressly agreed that each teacher is responsible for determining his/her own income tax liability and, in the event that a teacher elects to utilize this option, the School Committee shall only be liable if it fails to transmit the proper amount identified by a teacher to a third party vendor within appropriate timelines. The Committee shall not be liable for any other issues associated with the Final Pay Plan.
- F. 1. A Sick Leave Bank shall be instituted which shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Association and two (2) members designated by the Committee. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank and the amount of leave to be granted. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility and amount of leave:

- (a.) The initial grant shall not exceed thirty (30) days;
 - (b.) Days will be granted from the Bank only for inability to work due to a serious medical or health condition documented by a treating physician on the prescribed Sick Bank form. The Sick Leave Bank Committee will use the FMLA regulations that were in effect in June, 2014 for guidance in determining whether there is an inability to work and in determining whether the inability is due to a serious medical or health condition, but the Sick Leave Bank Committee will retain discretion in making this determination. The Sick Leave Bank Committee may in its discretion request additional medical information from the applicant which the applicant, in order to be eligible for Sick Leave Bank Benefits, will need to provide. If the Sick Leave Bank Committee determines that an absence due to illness is necessary but is not the result of a serious medical or health condition, the Sick Leave Bank Committee may in its discretion grant the requested days but only if the applicant agrees to have his or her salary lessened by \$75.00 for each day that is granted.
 - (c.) Prior utilization of sick leave shall be considered.
 - (d.) In order to be eligible to receive days from the Sick Leave Bank, a teacher must have exhausted all of his/her available personal days as well as all of his/her sick leave days. Upon exhaustion of all of his/her sick leave days while medically incapacitated, a teacher shall be automatically granted all of his/her available personal days without such days being charged against the maximum number of personal leave days that can be granted on any school day pursuant to Section A, 1 of Article XVIII.
2. Upon completion of the initial thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon the demonstration of need by the applicant.
3. (a.) Each member may contribute by October 1st one (1) day per year of his/her accumulated sick leave to the Sick Leave Bank which bank shall not contain a number of days that exceeds the number of teachers and administrators that are eligible to participate in it. Only those members who voluntarily contribute to this bank each year shall be eligible for its benefits. New teachers shall have until October 1 or until the completion of their tenth (10th) work day to make their first contribution to the Sick Leave Bank, whichever occurs later, but new teachers will not be eligible to be granted days from the bank until they have been employed in a BEA Bargaining Unit position for at least ninety (90) calendar days.

- (b.) Upon exhaustion of the Sick Leave Bank during any given school year, all Teachers shall be permitted to donate an additional sick leave day to the Bank.
 - (c.) In the event that a Teacher does not volunteer to donate an additional sick leave day to the Sick Leave Bank upon its exhaustion, that decision shall not impact his/her eligibility for the Bank which is governed by Subsection (a.) above. In addition, a Teacher cannot earn eligibility to the Sick Leave Bank because he/she chooses to donate an additional sick leave day to the Bank upon its exhaustion in accordance with Subsection (b.) above. Rather, the eligibility criterion set forth in Subsection (a.) is the exclusive mechanism for a Teacher to become a member of the Sick Leave Bank for a given school year.
 - (d.) Teachers who are not eligible for the Sick Leave Bank may still donate an additional sick leave day to the Bank upon its exhaustion in accordance with Subsection (b.) above.
 - (e.) The pool of additional sick leave days that are donated to the Sick Leave Bank upon its exhaustion shall be preserved for the remainder of the school year and used on an as needed, random basis.
 - (f.) In the event that the entire pool of additional sick leave days is not exhausted at the conclusion of the school year, those unused days shall be returned to the Teachers who donated them.
 - (g.) The BEA will be solely responsible for the solicitation of donations to the Sick Leave Bank in accordance with Subsections (a.) and (b.) above.
4. Unless the Sick Leave Bank Committee is deadlocked with respect to any question of eligibility and/or entitlement that comes before it, its decision shall be final and binding and not subject to appeal. In any such case in which the School Committee and the Association members of the Sick Leave Bank Committee are deadlocked, the question of eligibility and/or entitlement on which the Committee is deadlocked shall be immediately submitted to arbitration pursuant to the procedure set forth in Article III, Section C, Level Four without any requirement that the contractual grievance procedure be followed prior to the submission to arbitration. No past practice that occurred prior to the ratification of this Agreement (September 1, 2015) shall be cited to, or deemed relevant by, an arbitrator hearing a case under this paragraph.

5. The Sick Leave Bank Committee will have one (1) regularly scheduled meeting per month on a day and at a time to be determined by the members of the Sick Leave Bank Committee. A second meeting shall be held in any month upon the request of any two (2) members of the Sick Leave Bank Committee. All votes and decisions of the Sick Leave Bank Committee shall be in writing.

- G. 1. A low sick leave utilization stipend shall be available for teachers who are on a paid status for an entire school or work year. Teachers who are eligible may redeem sick days and will receive their stipends, either at the end of the fiscal year or at the start of the following school year at the discretion of the School Committee, according to the following schedule:

Number of sick days used by the teacher during the school year.	Number of days that may be redeemed at the Rate of \$100.00 per day.
0	4 x \$100 = \$400
.5	3.5 x \$100 = \$350
1	3 x \$100 = \$300
1.5	2.5 x \$100 = \$250
2	2 x \$100 = \$200
2.5	1.5 x \$100 = \$150
3	1 x \$100 = \$100

2. Days which are redeemed will be deducted from the teacher's accumulated sick leave days.
3. Teachers who are eligible and who wish to redeem days shall notify the Superintendent in writing by June 1 of the year in question. A failure to so notify the Superintendent will exclude a teacher from receiving a low sick leave utilization stipend for that year.
4. A teacher must currently have accumulated at least thirty-five (35) days of sick leave in order to be eligible to redeem days under this section.

- H. Teachers may be required to submit a medical certification of good health after either a prolonged illness or an accumulation of several individual days of absence. The request will be made at the discretion of the Superintendent of Schools or his/her designee.

- I. The following will be added to this Article. Generally, sick leave will be utilized in full day increments. However, under the following conditions, a half day may be utilized.

1. If a teacher becomes ill while at work and needs to leave work for the rest of the day within the first 1½ hours of his/her applicable contractual work

day, (s)he will be charged a full sick day. If a teacher who becomes ill leaves work within the last 1½ hours of his/her applicable contractual work day, (s)he will not be charged any sick time. If a teacher becomes ill and leaves work for the rest of the day between the points in time identified in the two preceding sentences, (s)he will be charged ½ of a sick day.

2. Teachers are strongly encouraged to schedule medical appointments and medical treatments outside of the workday. If such scheduling is not possible, and if a teacher therefore must use sick leave, the teacher will be charged only a half sick day if the absence is for one-half or less than one-half of his/her applicable contractual work day. Except under extenuating circumstances (which will be presented to the BEA President and then discussed between the BEA President and the Superintendent), teachers will be limited to the use of no more than four (4) half sick days per year for medical appointments or medical treatment. Teachers are expected to give as much notice as possible to the applicable on line software for absences due to medical appointments or medical treatment, although no disclosure of the underlying medical reason is needed. After the first full year of experience under this language, utilization data will be reviewed by the parties in order to evaluate the appropriateness of the four (4) half-day cap established above.

If a Teacher exercises his/her right to utilize Sick Leave pursuant to Sections 1 or 2 above after reporting to work for a given day, s/he shall notify the Principal or lead Building Administrator of such utilization. No approval or reason for such utilization shall be required.

ARTICLE XVIII TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence with pay each school year:
 1. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Notification of intent to take such a personal leave day will be supplied in writing on a standardized electronic form at least forty-eight (48) hours before taking such leave except in the case of emergency. Except with the approval of the Superintendent or his/her designee, no more than twenty-seven (27) teachers system-wide will be allowed to take personal leave on any school day. In the event that more than twenty-seven (27) teachers submit notifications for any one day, the determination as to who takes the day will be based upon the order in which the Superintendent or his/her designee receives the notification. If a teacher does not use one or more of his/her personal days within the given year, that day or those days may

either be accumulated as sick days or be redeemed pursuant to Section A.1(b) below. Personal leave days under this section are not to be taken for vacation or recreational purposes. Teachers shall not be required to supply a reason in order to take a personal leave day under this Section. For the purposes of this Article, personal, legal, business, household or family matters refer to the protection of the immediate well-being and/or property of the teacher.

- (a) Notification of intent to take a personal leave day will be supplied in writing to the Human Resources Department on a standardized electronic form at least forty-eight (48) hours before taking such leave except in the case of emergency. The electronic form shall be automatically provided to the teacher’s principal or supervisor, whichever is applicable, for notification purposes. The electronic form shall contain a statement acknowledging that the teacher has read Article XVIII, Section A(1) of the Contract, which shall be reprinted on the form.
- (b) Effective September 1, 2018, a Personal Leave Day Utilization Incentive shall be created on the following basis:

Number of personal days used by the teacher during the school year	Number of personal days that may be redeemed and total payment	
0	3	\$300
1	2	\$300
2	1	\$100

In order to qualify for the Personal Leave Day Utilization Incentive under this Section, a teacher cannot utilize more than five (5) days of sick leave during the school year for which redemption is sought. Unused personal leave days which are redeemed will be deducted from the teacher’s personal leave days and shall not accumulate as sick leave days.

- 2. At least one day for the purpose of visiting other schools or attending meetings or conferences of an educational nature. However, it is agreed that in conjunction with this Article and Section, a request for a professional day must normally be made in writing at least one (1) week in advance, that professional days will be granted to not more than twenty (20) teachers at any one time and that no department or school will be depleted of personnel without the approval of the Superintendent of Schools or his/her designee.
- 3. Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences

and conventions with the advance approval of the Superintendent or his/her designee.

4. Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or for jury duty or if the teacher is subpoenaed as a witness in a criminal case in which the teacher is not the defendant or in a civil case which was not initiated by the teacher and which does not relate to an outside business or monetary interest of the teacher. If a teacher must appear in Court on a school day in connection with his or her divorce proceedings, child custody or support actions, adoptions, or a restraining order, the teacher must use a personal day. If the teacher has exhausted his or her personal leave, s/he may utilize up to three (3) of his or her accumulated sick days annually. Beyond that, unpaid time must be utilized. If a teacher must appear in other legal proceedings on a school day, including but not limited to foreclosures, bankruptcy proceedings, traffic violations, collection actions, estates, or personal disputes, s/he may use personal leave, if available. If personal leave is not available, unpaid time must be used. Exceptions to any of the restrictions that are set forth above may be granted by the Superintendent in extenuating circumstances.
5.
 - a. Up to four (4) days at any one time in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law or sibling.
 - b. Up to two (2) days at any one time in the event of the death of a teacher's grandparent or grandchildren.
 - c. Up to one (1) day in the event of the death of an uncle, aunt, brother-in-law, sister-in-law, niece, nephew, first cousin, or any individual or relative living in the immediate household.
 - d. Bereavement leave or additional bereavement leave may, when necessary, be granted by the Superintendent.
6. At the death of a teacher, and at the discretion of the Superintendent of Schools, the principal and a suitable delegation may attend the funeral.
7. A teacher covered by this contract shall be granted leave of absence with pay for one day to attend commencement exercises at which either he or she or a member of his or her immediate household will be awarded a degree or a diploma if said commencement exercises at the high school level or above occur during the normal working day. A teacher is required to notify the principal of his/her school of his/her intent at least one (1) week prior to the commencement exercises.

8. If a teacher's attendance at summer school is required (including traveling time to said summer school) he/she shall be released at least one (1) week prior to the closing date of the school year with no loss of pay.
 9. A maximum of thirteen (13) school days per school year for persons called into temporary active duty in any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State and Federal government.
 10.
 - (a) A teacher shall continue to receive his/her regular salary while serving on a jury. Any per diem compensation received from the court for jury service on a work day must be endorsed over to the School Department.
 - (b) Any teacher whose spouse gives birth to a child and who has accumulated sufficient sick leave shall be granted up to five (5) days leave without loss of pay at the time of the birth of the child. Such days shall be deducted from the teacher's sick leave accumulation. The sick leave bank cannot be accessed for such purposes.
 - (c) Any teacher who adopts a child and who has accumulated sufficient sick leave shall be granted up to six (6) weeks leave without loss of pay at the time of the adoption of, or the bringing of the child into his/her home. Such days shall be deducted from the teacher's sick leave accumulation. The sick leave bank cannot be accessed for such purposes. In the event that two (2) BEA members qualify for the leave that is specified in this Sub-Section (c) by virtue of adopting the same child, only one (1) member shall qualify for six (6) weeks of paid leave while the other member shall qualify for five (5) days of paid leave. Additional sick leave utilization for any purpose permitted by this Sub-Section (c) may be granted by the Superintendent in the event of extenuating circumstances.
- B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his/her own substitute.
- C. Leave of absence without pay to observe religious holy days shall be granted to teachers consistent with the applicable law.
- D. 1. A BEA Member who is enrolled in a Doctoral Program at an accredited

college or university may be granted leave of absence with pay for up to five (5) days per contract year in order to attend classes or seminars associated with his/her Doctoral Program that may fall on a contractual work day. Additional days beyond five (5) in a school year may be granted at the discretion of the Superintendent.

2. A BEA Member who is granted a paid leave of absence under this Agreement will be expected to first utilize his/her personal days to attend classes or seminars. Paid leave under this Agreement will only be granted for attendance at required doctoral classes or seminars which exceed the BEA Member's available personal days.
 3. In exchange, the BEA Member who accesses the paid leave of absence will work the same number of paid leave days taken at some point during the same contract year in which the paid leave was taken (i.e. during a school vacation period or over the summer prior to August 31). The specific work to be performed by the BEA Member on these additional days will be determined by the Member's building principal, after consultation with the Member.
 4. In order to access such leave of absence with pay, a BEA Member shall be required to submit a request to the Human Resources Department which shall be subject to review and approval of the Superintendent of Schools. Such request must be made by the close of the school year preceding the school year during which the leave will be taken.
- E. A standardized electronic form shall be utilized for notification of intent to take contractual leave including, but not limited to, bereavement leave under Article XVIII, Section A(5), legal days under Article XVIII, Section A(4) and professional days under Article XVIII, Section A(2).

ARTICLE XIX EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or serves as an exchange teacher or an overseas teacher and is a full-time participant in any of such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. A leave may not be taken under this section more than once every ten (10) years. Applications for leaves of absence for any teacher who joins the Peace Corps or as an exchange or overseas teacher must be made in writing whenever practicable, by March 15 of the school year prior to the desired year's leave of

absence. Leaves under the terms of this paragraph are not available to teachers during their first three years of service in the Brockton Schools.

- B. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States or whose reserve units are called to active duty. Upon return from such leave, a teacher will 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 up to a maximum of four (4) years.
- C. Except as provided in Article XVII, B with respect to the application of sick leave days to periods of pregnancy-related disability, maternity leave without pay or increment will be granted to a teacher upon request. The leave shall be for the remainder of the school year in which she commences said leave unless the teacher elects to return in eight (8) weeks or less. In the event that the maternity leave commences on or after March 1st in a school year, then the leave shall be either for eight (8) weeks or less if the teacher so elects, or for the remainder of that school year or, if so requested, for the following school year as well. Teachers who do not return to work upon the expiration of their maternity leave shall be terminated. Requests to return to work prior to the expiration of said leave by teachers shall be subject to the discretion of the Committee except in the case of teachers electing to return in eight (8) weeks or less. A teacher whose maternity leave commences on or after March 1st in a school year and who does not elect to return to work within the eight (8) weeks shall notify the Superintendent by March 15 whether she intends to return to work at the start of the next school year or at the start of the second school year thereafter. All teachers on maternity leave shall notify the Superintendent in writing on or before March 15 prior to their return of their intent to return to work at the start of the next school year. Should any teacher on maternity leave fail to provide such notification, the Superintendent shall inquire of her in writing, with a copy of the letter being sent to the Association, whether she intends to return to work at the expiration of her maternity leave; if she fails to respond affirmatively to any such request within two (2) weeks after her receipt of the said letter from the Superintendent, she shall be deemed to have terminated her employment. In the event that a pregnant teacher gives birth to a child prior to the requested date of the maternity leave, it is agreed that, barring complications as certified by medical record, the maternity leave will commence as of the date of the birth. It is further agreed that all provisions of Section C which pertain to maternity leave will also apply to adoption proceedings.
- D. A leave of absence without pay or increment of up to one (1) year will 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 Committee.
- E. The Committee will grant a leave of absence without pay or increment to any teacher to campaign for, or serve in, any public office for one term of said office.

A leave may not be taken under this Section more than once every ten (10) years.

- F. After five (5) years continuous employment in the Brockton 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.
- G. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
- H. Regularly appointed teachers who are elected or appointed to full-time positions with BEA, MTA or NEA shall be granted leaves of absence without pay for the purpose of accepting these positions. Such leaves shall be granted upon appropriate application to the Committee and will be of up to two (2) years' duration. Renewal of these leaves may be made at the discretion of the Committee. Those granted such leaves of absence shall retain all other benefits as if they were in regular service. They shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and the absence shall not be construed as a break in service for any purpose.
- I. Any teacher with Professional Teacher Status who requests a leave of absence for either one (1) or two (2) years for the purpose of exploring an alternative career or field of employment shall be granted a leave of absence for that purpose. Any such leave shall be requested under normal conditions prior to May 15th and shall be subject to the following conditions:
 - 1. Alternative employment leave cannot be used for teaching in another public school system in Massachusetts.
 - 2. The teacher must notify the Superintendent in writing on or before March 15 immediately prior to the expiration of the leave whether or not he/she intends to return to work at the start of the next school year. Should any teacher on alternative employment leave fail to provide such notification, the Superintendent shall inquire of him/her in writing, with a copy of the letter being sent to the Association, whether he/she intends to return to work at the expiration of the leave; if he/she fails to respond affirmatively to any such request within two (2) weeks after his/her receipt of the said letter from the Superintendent, he/she shall be deemed to have terminated his/her employment.
 - 3. All rights and benefits, including accrued seniority, acquired by a teacher prior to the leave will be restored to the teacher upon return from said leave.

4. The fact that a teacher has applied for or is already on an alternative employment leave will not be a factor in determining whether that teacher should be laid off in a reduction in force pursuant to Article XLI. However, any such teacher who is laid off will be eligible for all of the recall and other rights granted to laid off teachers under that Article.
- J. Other leaves of absence without pay may be granted by the Committee.
1. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/ her return.
 2. Upon his/her return from a leave of absence taken pursuant to Section B, D, F, and/or H above, a teacher will be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position. Upon his/her return from a leave of absence taken pursuant to Sections A, C, E, G and/or I above, a teacher will be assigned to the most nearly equivalent position which is available at the time of his/her return and for which he/she is qualified. In regard to a leave taken pursuant to Sections A, C, E, G and/or I, it is recognized that the Committee may fill the position in question at the time said leave commences.
- K. All requests for extensions or renewals of leaves will be applied for and granted in writing.

ARTICLE XX SABBATICAL LEAVES

Upon recommendation by the Superintendent of Schools, sabbatical leaves will be granted for study or travel to members of the teaching staff by the Committee subject to the following conditions:

- A. No more than six (6) members of the professional staff will be absent on sabbatical leave at any one time.
- B. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent of Schools no later than January 15th, and action must be taken on all such requests no later than April 1st, of the school year preceding the school year which the sabbatical leave is requested.
- C. The teacher has completed at least five (5) consecutive full school years of service in the Brockton School System.

- D. Teachers on sabbatical leave shall receive from the Committee ten percent (10%) of the salaries for every year of service up to eighty percent (80%) which they would have received if they had remained on active duty.
- E. Prior to the granting of sabbatical leave, a teacher shall enter into a written agreement with the Committee that upon the termination of such leave, the teacher will return to service in the Brockton School System for a period equal in length to one-half (1/2) as many years as there are ten percent (10%) salary units granted. In default of completing such service, he/she shall refund to the Committee an amount equal to such proportion of salary received by him/ her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless said default is due to illness, disability, discharge, death or other circumstances beyond the control of the individual. Payment for default of completing service after a sabbatical leave shall be made in a period of time not to exceed two (2) years unless said default is due to illness, disability, discharge, death or other circumstances beyond the control of the individual.
- F. Upon his/her return from sabbatical leave, a teacher's salary shall be the same as he/she would have received had the period of his/her leave been spent in the Brockton School System, and he/she shall be returned to the same position which he/she held at the time said leave commenced, if it exists, or if not to a substantially equivalent position.
- G. In the event that a teacher has been granted, but is unable to take, a sabbatical leave under normal circumstances the Committee has no obligation, subsequent to May 1st, to place the teacher in his/her former class if the position is filled or to employ him/her for the duration of the leave until such time as a vacancy occurs in an area in which he/she is certified.

ARTICLE XXI PROTECTION

- A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to their principal in writing.
- B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/ her employment, the Committee will furnish legal counsel to defend him/her in such proceedings if he/she requests

such assistance, and will provide such other assistance as may be required by law.

**ARTICLE XXII
PERSONAL INJURY BENEFITS**

Whenever a teacher is absent from school as a result of a personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence and no part of such absence will be charged to his/her annual or accumulated sick leave.

**ARTICLE XXIII
INSURANCE ANNUITY PLAN**

- A.
1. Fifty percent (50%) of the cost of a \$5000 term life insurance plan of the type presently available to teachers will be paid for each teacher.
 2. Effective as of July 1, 2003, teachers who were enrolled in any City-offered health insurance plan began to contribute twenty-five (25%) of the total monthly premiums for all such plans, and the City began to pay the remaining seventy-five percent (75%). When the 25% employee contribution was initiated, the language in the following paragraphs became effective.

In each full contract year after teachers began to pay 25% of the total premiums for a City-offered health insurance plan, teachers who were employed during 2002-2003 (either active teachers or teachers who were on an approved leave of absence) and who were enrolled in a City-offered health plan during that year ("eligible teachers") began to be paid as part of their regular salary annual stipends corresponding to five percent (5%) of the total annual premiums for the particular health insurance plan and level of coverage (i.e., individual coverage vs. family coverage) in which they were enrolled in 2002-2003. Teachers who were not employed in the bargaining unit in 2002-2003 and/or who were not enrolled in a City-offered health insurance plan in 2002-2003 were not and are not eligible for these stipends. These stipends have been and will continue to be regarded as regular compensation and have been and will continue to be subject to normal deductions, including retirement deductions. Beginning on July 1, 2004, the stipends were increased by the amount of the general salary increases in that year and in all subsequent years. Eligible teachers who changed plans, changed their level of coverage, or dropped out of health insurance entirely after June 30, 2003 or who do so at any time in the future will continue to receive the stipend that corresponds to the plan and level of coverage that they had during 2002-2003. Eligible

teachers who return from an approved leave of absence or who are recalled after a layoff will remain eligible for the stipends. Eligible teachers who resign and who later are rehired, however, will no longer be eligible for the stipends. The above-described stipends will be in the following annual amounts as of the following dates:

A. July 1, 2018 (2.0%)

Master	- Individual	\$562.49
Medical	- Family	\$1,229.66
HMO	- Individual	\$317.53
Blue	- Family	\$729.84
Blue	- Individual	\$431.31
Choice	- Family	\$957.22
Harvard	- Individual	\$307.09
Pilgrim	- Family	\$778.80

B. July 1, 2019 (2.0%)

Master	- Individual	\$573.74
Medical	- Family	\$1,254.25
HMO	- Individual	\$323.88
Blue	- Family	\$744.44
Blue	- Individual	\$439.94
Choice	- Family	\$976.36
Harvard	- Individual	\$313.23
Pilgrim	- Family	\$794.38

C. July 1, 2020 (2.0%)

Master	- Individual	\$585.21
Medical	- Family	\$1,279.34
HMO	- Individual	\$330.36
Blue	- Family	\$759.33
Blue	- Individual	\$448.74
Choice	- Family	\$995.89
Harvard	- Individual	\$319.49
Pilgrim	- Family	\$810.27

(Note that the above stipends are the dollar amounts that corresponded to five percent (5%) of the total annual premiums for the listed plans as of July 1, 2003, increased by the amounts of all general salary increases that became effective during the 2004 – 2005 contract year, during each subsequent contract year and by the amounts of the general salary increases that will become effective during the three year term of this Agreement.)

3. To become effective on and after 11:59 p.m. on August 31, 2008, or whenever all City and School Department unions agree if such time and date are later than 11:59 p.m. on August 31, 2008, teachers enrolled in the City-offered Blue Cross Blue Shield Master Medical Plan shall begin to contribute thirty percent (30%) of the total premiums for that plan and the City shall begin to pay the remaining seventy percent (70%). When the thirty (30%) employee contribution for the Blue Cross Blue Shield Master Medical Plan is initiated, the language in the following paragraphs will become effective.

In each full contract year that such teachers pay thirty percent (30%) of the total premiums for the Blue Cross Blue Shield Master Medical Plan, such teachers who were employed either during 2007 – 2008 or during the school year prior to the school year during which the aforesaid increase in the teachers' share of the premiums for the Blue Cross Blue Shield Master Medical Plan becomes effective, whichever is later, (for example, teachers who are employed during 2008 – 2009 if the aforesaid increase does not become effective until sometime during the 2009 – 2010 school year) ("the qualifying year") and who were enrolled in the Blue Cross Blue Shield Master Medical Plan during the qualifying year ("eligible teachers") will be paid an additional annual stipend ("the Additional Master Medical Stipend") as part of their regular salary depending upon the level of coverage (e.g. individual coverage or family coverage) that they had during the qualifying year. In order to be classified as an eligible teacher during the qualifying year, (e.g. 2007 – 2008, 2008 – 2009 or some year thereafter), a teacher must have been either actively employed or on an approved leave of absence during that year and must also have been covered by the Blue Cross Blue Shield Master Medical Plan during that year. Teachers who are not employed in the bargaining unit during the qualifying year and/or who were not enrolled in the Blue Cross Blue Shield Master Medical Plan during the qualifying year will not be eligible for the Additional Master Medical Stipend.

The Additional Master Medical Stipend shall be in the exact amount of dollars and cents that corresponds to five percent (5%) of the total annual premium for the Blue Cross Blue Shield Master Medical Plan as of the time and date of the increase in the teachers' share of the premium contributions for that plan from twenty-five percent (25%) to thirty percent

(30%). If in the year of implementation, the thirty percent (30%) employee contribution to the Blue Cross Blue Shield Master Medical Plan is in effect for only a portion of the year, the Additional Master Medical Stipend will be prorated for that year only. The Additional Master Medical Stipend shall be consolidated with whatever annual stipend an eligible teacher already receives pursuant to Section A, 2 of this Article.

The Additional Master Medical Stipend will be regarded as regular compensation and will be subject to normal deductions, including retirement deductions. Beginning on the September 1 immediately following the commencement of the Additional Master Medical Stipend (or the July 1 immediately following the commencement of the stipend for those members who are employed on a twelve month basis), the Additional Master Medical Stipend will be increased by the amount of the general salary increases in that year and in all future years. Eligible teachers who either convert to a different health insurance plan, change their level of coverage or drop out of health insurance entirely at any time after the Additional Master Medical Stipend begins to be paid will continue to receive the Additional Master Medical Stipend that corresponds to the level of coverage that they had during the qualifying year.

Eligible teachers who return from a leave of absence or who are recalled after a layoff will remain eligible for the Additional Master Medical Stipend. However, eligible teachers who resign and who are later rehired will no longer be eligible for the Additional Master Medical Stipend.

A. July 1, 2018 (2.0%)

Master	- Individual	\$730.26
Medical	- Family	\$1,678.22

B. July 1, 2019 (2.0%)

Master	- Individual	\$744.87
Medical	- Family	\$1,711.78

C. July 1, 2020 (2.0%)

Master	- Individual	\$759.77
Medical	- Family	\$1,746.02

4. In consideration of the foregoing agreement to increase the teachers' share of the premium contributions for the Blue Cross Blue Shield Master Medical Plan from twenty-five percent (25%) to thirty percent (30%), it is further agreed as follows:
 - a. There will be no proposals to increase the teachers' share of the premium contributions for the Blue Cross Blue Shield Master

Medical Plan beyond thirty percent (30%) for at least the three (3) year period beginning September 1, 2008.

- b. There will be no proposals to increase the teachers' share of the premium contributions for the HMO Blue, Blue Choice, Harvard Pilgrim Health Care Plans or for any other HMO Plan that the City may make available to its employees beyond twenty-five percent (25%) for at least the three (3) year period beginning September 1, 2008.
5. Effective as of July 1, 2006, any teacher who was enrolled in the Blue Cross Blue Shield Master Medical Plan during the 2005 – 2006 contract year and who thereafter elects to convert to one of the less expensive health insurance plans that are offered by the City (i.e. HMO Blue, Blue Choice, Harvard Pilgrim Health Care or any other less expensive health insurance plan that the City might subsequently make available to its employees) will receive a conversion stipend that will be payable in three separate lump sum amounts with the first such stipend being paid within thirty (30) calendar days of the conversion and with the second and third such stipends being paid on the first and second anniversaries respectively of the payment of the first such stipend. The lump sum amount of each of the three (3) stipends will be computed as follows:
- a. By first determining the total amount of the City/School Committee's annual premium contribution for the particular type of coverage (i.e. family or individual) that the teacher has under the Blue Cross Blue Shield Master Medical Plan as of the date of the conversion.
 - b. By then determining the total amount of the City/School Committee's annual premium contribution for the particular type of coverage (i.e. family or individual) that the teacher selects in the particular less expensive plan to which the teacher elects to convert his/her health insurance coverage as of the date of the conversion.
 - c. Then, by subtracting the amount determined under paragraph b above from the amount determined under paragraph a above to determine the "conversion differential."
 - d. The first lump sum stipend shall be in the amount of fifty percent (50%) of the conversion differential.
 - e. The second lump sum stipend shall be in the amount of thirty-five percent (35%) of the conversion differential (i.e. seventy percent (70%) of the first lump sum stipend).

- f. The third lump sum stipend shall be in the amount of twenty percent (20%) of the conversion differential (i.e. forty percent (40%) of the first lump sum stipend).

Any teacher who has received either one (1), two (2) or all three (3) of the conversion stipends will, if he/she re-enrolls in the Blue Cross Blue Shield Master Medical Plan at any time thereafter, refund to the School Department an amount that is equal to one-half (1/2) of the total amount of the conversion stipends that he/she received pursuant to this section.

6. Effective as of July 1, 2006, any teacher who is enrolled in any one of the City-offered health insurance plans and who thereafter waives his/her right to coverage under any of those plans will receive an insurance waiver stipend that will be payable in three equal lump sum payments with the first such stipend being paid within thirty (30) calendar days of the waiver and with the second and third such stipends being paid on the first and second anniversaries respectively of the payment of the first such stipend. The lump sum amounts of each of the three (3) stipends will be computed as follows:
 - a. By first determining the amount of the City/School Committee's total annual premium contribution for the particular type of coverage (i.e. family or individual) that the teacher has under the particular City-offered health insurance plan in which he/she is enrolled at the time of the waiver.
 - b. By then taking fifty percent (50%) of that amount and dividing it by three (3).
 - c. The resulting figure will be the amount of each of the three (3) annual insurance waiver stipends.

In order to be eligible for this insurance waiver stipend, a teacher must first provide the School Department with written verification that he/she is covered by an alternative health insurance plan, either as the employee/subscriber or as a dependent of an employee/subscriber, which provides a level of coverage that is substantially equivalent to the level of coverage that is provided under the least expensive health insurance plan that is offered by the City at the time of the waiver. Teachers who access the health insurance waiver stipend will be permitted to subsequently enroll in one of the City-offered health insurance plans during any subsequent open enrollment period. However, such teachers will be permitted to enroll in one of the City-offered health insurance plans at any time between the open enrollment periods upon a showing of changed circumstances (such as, for example, the loss of or unavailability of the alternative health insurance plan by which he/she was covered at the time

of the waiver, the onset or deterioration of a significant medical condition since the exercise of the waiver, the death of or divorce from a spouse or the dissolution of a partnership with the employee/subscriber under whose alternative health insurance plan the teacher was covered at the time of the waiver) or for some other valid reason.

Any teacher who has received either one (1), two (2) or all three (3) of the insurance waiver stipends will, if he/she (or his/her spouse both at the time of the waiver and at the time of any subsequent re-enrollment) subsequently enrolls in one of the City-offered health insurance plans at any time thereafter, refund to the School Department an amount that is equal to one-half (1/2) of the total amount of the insurance waiver stipends that he/she received pursuant to this section.

7. Upon the ratification of this Agreement, the parties shall form a Joint Study Committee On Health Insurance which shall consist of an equal, agreed-upon number of representatives of each party. The Joint Study Committee shall meet on at least a monthly basis for the stated objective of developing within a one (1) year period a mutually acceptable Preferred Provider Organization health insurance plan ("PPO") which shall be designed to be an alternative to the Blue Cross Blue Shield Master Medical Plan that will be made available to the members of the bargaining unit either prior to or on or after September 1, 2008; however, if necessary to reach the objective of developing a mutually acceptable PPO, said time period shall be extended beyond one (1) year. Either party may invite its own health insurance experts and/or consultants to attend the meetings of the Joint Study Committee and/or to assist in the development of the PPO health insurance plan. If the parties are able to agree upon such a PPO plan, it will be made available to the members of the bargaining unit as soon as possible irrespective of whether the implementation date is prior to or on or after September 1, 2008.

Except as provided in the next sentence, the premium contribution allocation for the PPO plan shall be seventy percent (70%) by the City/School Committee and thirty percent (30%) by any teacher who elects to be covered by that plan. However, if seventy-five percent (75%) of the total annual premium for the PPO plan would result in a lower annual cost to the City/School Committee than would seventy percent (70%) of the total annual premium of the Blue Cross Blue Shield Master Medical Plan as of the implementation date of the PPO plan, the premium contribution allocation for the PPO plan shall be seventy-five percent (75%) by the City/School Committee and twenty-five percent (25%) by any teacher who elects to enroll in that plan. Whichever premium contribution allocation becomes effective as of the implementation date of the PPO plan – i.e. 70%/30% or 75%/25% – that allocation shall remain unchanged for the

duration of this Agreement and for at least the three (3) year period following the September 1, 2008 target date.

Upon the implementation of the PPO plan, no new enrollments shall be permitted in the Blue Cross Blue Shield Master Medical Plan except in the case of any member who exercises his/her right to re-enroll in the Master Medical Plan pursuant to subsections 5 or 6 of this Section, provided however that that re-enrollment right must be exercised prior to August 31, 2008 or the date of implementation of the PPO Plan, whichever is later.

The attached document, entitled City of Brockton Benefit Comparison, constitutes a side-by-side comparison of the PPO Plan (known as the Blue Care Elect Preferred Plan) and the Master Medical Plan, and it shall be incorporated into the contract as Appendix H. The parties agree that the attached document accurately describes the terms and conditions of both the Master Medical Plan and the PPO Plan that they have agreed to implement as of July 1, 2008 and any subsequent changes to that plan design (or the plan designs of any other health insurance plans that are offered to BEA members) are subject to negotiation with the BEA in accordance with the School Committee's obligations under the parties' contract and Chapter 150E of the General Laws.

Because seventy-five percent (75%) of the total annual premium for the PPO Plan results in a lower annual cost to the City/School Committee than seventy percent (70%) of the total annual premium of the Master Medical Plan as of July 1, 2008, the premium contribution allocation for the PPO Plan shall be seventy-five percent (75%) by the City/School Committee and twenty-five percent (25%) by any Teacher who elects to enroll in that plan. This premium contribution allocation shall remain unchanged for at least three (3) years after September 1, 2008.

Teachers were permitted to enroll in the Master Medical Plan through the close of the Spring, 2008 Open Enrollment on May 16, 2008 and shall be permitted to re-enroll in that plan only on the limited grounds that are described in Article XXIII, Subsections 5 and 6 of the contract through August 31, 2008.

Any Teacher who opts out of the Master Medical Plan will continue to be eligible to receive the waiver and conversion stipends in accordance with the terms of Article XXIII, Section A, Subsections 5 (conversion) and 6 (waiver) of the contract.

8. All HMO options that are available for the members of the bargaining unit shall be specified in a letter to be sent to each member of the bargaining unit for each year prior to the annual open enrollment period.

9. Notwithstanding the foregoing language in Sections A(7) and A(8) herein, the Health Insurance Plans and Plan Designs that shall be available to BEA Members from July 1, 2017 – June 30, 2021 are as set forth in the PEC Agreement with the City of Brockton which was negotiated and entered into pursuant to Chapter 32B, Section 19 of the General Laws.

- B. Teachers will also be eligible to participate in the City's Dental plan on a contributory basis with each participating teacher paying fifty percent (50%) of the total monthly premium for such coverage and with the School Committee paying the remaining fifty percent (50%).

- C. The School Committee has previously established a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987 for the limited purpose of enabling teachers to pay their share of the premiums for their health insurance with pre-tax earnings. Effective September 1, 2003, the Cafeteria Plan was expanded to enable teachers to pay with pre-tax earnings for uninsured medical and dental expenses for themselves and their dependents and for the day care expenses for themselves and their dependents and for day care expenses for their children and/or elderly parents or others who are their dependents. Said Cafeteria Plan will remain in full force and effect throughout the term of this Agreement and thereafter unless the parties subsequently negotiate some agreement to the contrary.

- D. Teachers will be eligible to participate in a "tax sheltered" annuity plan established pursuant to Public Law No. 87-370 subject to the following procedures and limitations. The continuation of these procedures and limitations is contingent upon their compatibility with the computer system which is then in place for the City of Brockton.
 1. Individuals who do not participate in a tax sheltered annuity program can commence participation only during the first week in August or during the first week in January of any given year.
 2. A new company with a tax sheltered annuity program which gains the approval of the School Committee will be processed only during the first week in August or the first week in January in any given year.
 3. Except as provided in paragraph 4 below, individuals may at any time cease participation in a tax sheltered annuity program or may change the program in which they participate.
 4. For individuals who choose a lump sum salary payment in June, no changes may be made in their tax sheltered annuity program between March 1 and August 1 of any given year.

- E. Teachers will be eligible to participate in a payroll deduction for savings bond plan.
- F. If mechanically feasible, teachers will be eligible to participate in a payroll deduction for the Massachusetts Teachers' Association Credit Union and/or Harbor One Credit Union.
- G. The City shall reimburse seventy-five percent (75%) of the Medicare Part B premiums for:
 - 1. All teachers and administrators who have retired or who will retire from the Brockton Public Schools at any time on or after December 27, 2001 through August 31, 2008; and
 - 2. All teachers and administrators who retired from the Brockton Public Schools on or before December 26, 2001 and who have a household income of two hundred percent (200%) of the Federal poverty level or lower; and
 - 3. To be eligible to receive this benefit, an individual must be health benefit eligible and have retired directly from a Unit A or Unit B position.
 - 4. However, any current BEA member who retires on or after September 1, 2008 shall not receive a Medicare Part B Premium Reimbursement of any kind.

**ARTICLE XXIV
PLANNED EDUCATIONAL PROGRAMS**

- A. The Committee agrees that teachers should be consulted in the establishment of clearly defined goals and objectives for educational programs. It is further agreed that teachers should be consulted in budget planning.
- B. The Committee guarantees that it will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his/her own use.
- C. Before the administration changes a textbook or selects a new textbook, the administration will notify the Association that it is considering such a change or selection. The Association, through such committees as it may select, will have the right to meet and discuss with the administration such change or selection, provided that the Association files a request for such meetings and discussions with the administration within five (5) days after receipt of said notice. Similarly, the Association may, if it desires to initiate discussion over a change in a textbook or the selection of a new textbook, file written notice with the administration of its desire. The administration will acknowledge receipt of said

request in writing within five (5) days thereafter, and the administration and the Association, through its appropriate committee, will arrange for a mutually satisfactory time and place to meet and discuss said matter.

- D. It is expressly understood that in granting the Association the right to discuss changes in and selections of textbooks the School Committee in no way waives its right to make the final decision in regard to these matters and a failure to agree with the Association does not make the problem under discussion subject to fact-finding and/or the grievance procedure and/or arbitration.

ARTICLE XXV ACADEMIC FREEDOM

- A. The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with the teacher's responsibilities to and relationships with students and/or the school system.
- B. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during his/her working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

ARTICLE XXVI PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Providing the advance approval of the Superintendent of Schools or his/her designee is obtained, the Committee will pay the reasonable expenses (including tuition, fees, meals, lodging and/or transportation) incurred by teachers who attend in-service training courses, workshops, seminars, conferences, or other professional improvement sessions.
- B. The Committee agrees to expend up to One Thousand Dollars (\$1,000) each school year to purchase books and/or other educational resource materials as may be recommended by a joint Administration Association Study Committee for use by the professional staff for professional development and educational improvement.
- C. Professional Development Task Forces
 - 1. There shall be three (3) Professional Development Task Forces, one (1) Task Force each at the Elementary, Middle and High School levels (collectively referred to as "the Task Forces").

2. The Task Forces shall be charged with examining and determining the nature of professional development in the Brockton Public Schools. The Task Forces shall prepare a calendar of professional development offerings each school year. The calendar of offerings will be followed to the greatest extent possible; however, it is understood that the Superintendent retains discretion to make modifications to the offerings in the event of unforeseen circumstances, after consultation with the BEA President.
3. The High School Professional Development Task Force shall consist of up to ten (10) members, up to five (5) of whom shall be designated by the Superintendent and up to five (5) of whom shall be designated by the BEA President.
4. The Middle School and Elementary School Task Forces shall consist of up to sixteen (16) members each, up to eight (8) of whom shall be designated by the Superintendent and up to eight (8) of whom shall be designated by the BEA President on each Task Force.
5. The Task Forces shall meet as necessary before and during each school year at times that are agreed upon by the Members of the Task Forces and may include meetings during the summer, on Saturdays, or after school.
6. BEA members serving on the Task Forces shall be compensated for their service in accordance with the hourly rates that are set forth in Appendix A-4(e) of the Contract for up to twenty (20) hours per fiscal year (i.e. July 1 – June 30). Additional hours if necessary may be requested by the Task Forces, subject to the approval of the Superintendent.

**ARTICLE XXVII
ADMINISTRATIVE INTERNSHIP PROGRAM**

- A. The Committee will provide up to Ten Thousand Dollars (\$10,000) each school year to conduct a project designed to train potential school administrators.
- B. The general framework of said project will be as follows: Up to ten (10) teacher applicants will, upon approval of the Superintendent of Schools, or his/her designee, be selected each year to participate in an in-service training program to be conducted during said school year. The Superintendent, or his/her designee, will select from among said participants those who demonstrate the greatest potential, and those selected will be offered the opportunity to take, with all expenses paid by the Committee, a mutually agreed upon program of selected administrative training courses at an approved university, college or other professional training school.

- C. A Joint Administration-Association Committee will be established on an annual basis to work on the mechanics of the aforesaid program.
- D. It is agreed that the Committee may fill existing or future vacancies from applicants other than the enrollment of the Administrative Internship Program.

**ARTICLE XXVIII
CONSULTATION PROCEDURE**

- A. The School Committee and the Association desire to encourage the active participation of teachers in the development and implementation of the best possible educational programs for the school children of Brockton, including State and Federal Aid Programs. The Association shall have a standing committee which 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 periodically with the said standing committee to discuss them. The Association and/or the Superintendent may, if it so desires, utilize the services of experts and consultants and may call upon such persons to participate in said meetings.
- B. It is clearly understood and agreed that the consultation procedure described herein shall not be construed to require any party to this Agreement to consent to any change, modification or reopening of this Agreement.

**ARTICLE XXIX
STRIKES AND PUBLIC PRESSURE**

- A. During the term of this Agreement, the Association shall not cause or sponsor and no professional employee shall cause or participate in any strike, work stoppage or other illegal activity directed against the School Committee. If the Association disclaims in writing to the School Committee responsibility for any act prohibited hereby, it shall not be liable in any way therefor. Employees who participate in any such act may be disciplined or discharged without recourse to arbitration; provided, however, that the question of their participation shall itself be subject to grievance and arbitration procedure.
- B. In connection with any negotiations held pursuant to any reopeners set forth in this Agreement, said negotiations shall be conducted without threats of sanction, threats of strikes or any other public pressure by either party until mediation, fact-finding and any other statutory impasse procedures have been exhausted.

**ARTICLE XXX
DUES DEDUCTION**

- A. The Committee agrees to instruct the City Treasurer to deduct, as permitted by the General Laws of Massachusetts, from the salaries of its employees dues for the Brockton Education Association - Massachusetts Teachers Association, the National Education Association or any one of such Associations as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such Association or Associations. Teacher authorizations will be in writing in the form set below:

DUES AUTHORIZATION CARD

NAME _____
ADDRESS _____

I hereby request and authorize the Brockton School Committee to deduct from my earnings and transmit to the Associations checked below an amount sufficient to provide for regular payment of the membership dues as certified by such Associations in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I give the Committee sixty (60) days advance written notice to do so. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School Committee and all of its officers from any liability therefor.

Teacher Organization
Brockton Education Association
Massachusetts Teachers' Association
National Education Association
Plymouth County Education Association

DATE _____

TEACHER'S SIGNATURE

- B. Each of the Associations named in Section A above will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of such change.
- C. Deductions referred to in Section A above will be made in equal installments on the first pay day of each month during the school year. The Committee will not be

required to honor for any month's deductions any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

- D. Any teacher desiring to have the Committee discontinue deductions he/she has previously authorized must give the Committee and the Association concerned sixty (60) days written notice.

- E.
 - 1. The Committee agrees to require as a condition of employment that all teachers, except those teachers certified to the Committee by the Association as members, pay annually to the Association as of the thirtieth (30th) day of employment, the thirtieth (30th) day subsequent to the effective date of this Agreement, or the thirtieth (30th) day subsequent to the execution of this Agreement, whichever is later, an agency service fee which shall be an amount equal to ninety percent (90%) of the total membership dues of the Association, said dues being equal to the total of the membership dues in the Brockton Education Association and its affiliates the Massachusetts Teachers' Association and the National Education Association and Plymouth County Education Association which amount shall be certified annually to the Committee by the Association.

 - 2. The Committee agrees to instruct the City Treasurer to deduct, in accordance with Section 17G of Chapter 180 of the General Laws of Massachusetts, from the salaries of its employees, who are required to pay said agency fee and who individually and voluntarily authorize the Committee to make such deductions, the aforementioned amount and to transmit said amount to the Association. These deductions shall be made in accordance with Section C above.

 - 3. The Association agrees to save the Committee harmless for any actions it takes against any employee as a result of the adoption herewith of Section 12 of M.G.L. c. 150E.

 - 4. The Association agrees to give to employees, who are required to pay said agency service fee and who have failed to pay said amount to the Association or authorize deduction within the required period, notice of thirty (30) days before seeking termination of their employment.

ARTICLE XXXI COMPLAINT PROCEDURE

Inasmuch as it is recognized by both the Association and the Committee that there could be complaints that do not fall within the definition of a grievance, since they are not based upon an alleged violation of or variation from the provisions of this

Agreement or the interpretation or application thereof, the following complaint procedure is agreed to:

1. The purpose of the procedure is to secure equitable solutions to complaints which may arise from time to time. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate.
2. There shall be formed a Complaint Procedure Committee, hereinafter referred to as the CPC, which will be composed of the President of the Association, a designee of the President of the Association and the Chairman of the PR&R Committee, the Superintendent of Schools, the Deputy Superintendent of Schools, and the Executive Director for Human Resources, together with a mutually agreed upon seventh, impartial and disinterested citizen, who will work together for a satisfactory conclusion and solution for all complaints.
3. Upon the receipt of a formal complaint, the CPC will meet for the purpose of hearing the complaint and will be empowered to offer reasonable solutions and to call individuals to substantiate facts. The CPC will be required to meet at least twice in a ten (10) day working period and any final vote for disposition may not be taken prior to the second meeting.
4. The Committee and the Association agree that neither party will take precipitous steps prior to determining the results of the balloting of the second meeting.

ARTICLE XXXII GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or any other employee organization or participation in their activities.
- B. Teachers will be informed of a telephone number which they may call before 7:00 A.M. to report their unavailability for work. Once a teacher has reported his/her unavailability for work it will not be his/her responsibility to arrange for a substitute teacher.
- C. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure) for a School Representative, member of the PR&R Committee or other representative designated by the Association to investigate a

grievance provided that the investigator can be released without detriment to the educational program, or attend a grievance meeting or hearing during a school day, he/she will, upon notice to his/her principal or immediate supervisor and to the Superintendent by the Chairman of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused. A standardized electronic form shall be utilized for notification of intent to take leave pursuant to this Section.

- D. The Committee will, upon request, provide the Association with any available information which is neither confidential nor privileged under law which may be necessary for the Association to process grievances under this Agreement.
- E. The Committee will make available to the Association copies of minutes of official Committee meetings and all other public documents that are distributed to Committee members at official meetings as soon as possible after such meetings. A copy of the official agenda of the meeting, and any attached documents, will be made available to the Association, if possible, prior to said meeting.
- F. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- G. On the matters contained herein, this Agreement constitutes Committee and Association policy for the term of said Agreement and the Committee and the Association will carry out the commitments contained herein and give them full force and effect as their policies. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- H. This Agreement shall be reproduced as soon as possible after its execution by the School Committee and the Association and shall be distributed to each person who is or becomes a member of the bargaining units during its effective term. Expenses involved will be shared equally by the Committee and the Association.
- I. Whenever openings occur in the position of Chapter/Title I teacher, math grant program teacher or reading resource teacher, the Human Resources Office will issue a notice of such opening(s) which will be posted on the appropriate bulletin board in each school. However, the provisions of Article XII shall not apply to

these postings. Further, these postings do not imply that a given individual will either receive an interview or will receive the position in question.

- J. The Joint Committee on Job Sharing that was established in the contract for 2002 – 2005 completed the task with which it was charged which resulted in the Job Sharing Agreement that is attached to the Memorandum of Agreement that concluded the negotiations for this Agreement.
- K. The School Committee shall accept the provisions of M.G.L. c. 180 § 171 pursuant to which teacher may authorize the School Committee to deduct from their paychecks contributions to the Voice of Teachers for Education (“VOTE”) in such amounts as each teacher shall specify in writing. The School Committee will certify the amounts to be deducted by the City Treasurer on the payroll, which amounts shall be transmitted to the Massachusetts Teacher Association no less often than monthly.
- L. The School Committee shall provide the BEA with an annual list of all Department Heads which identifies the number of teachers that each Department Head will be responsible for supervising during a given school year by no later than October 15, of that school year in order to insure that each Department Head is properly compensated in accordance with Appendix D. In the event that the BEA determines that a Department Head is not being properly compensated, the BEA shall notify the School Committee which shall promptly adjust such Department Head’s compensation retroactively to the start of that school year.
- M. During their first three (3) consecutive school years of service, Adult Learning Center Teachers will be subject to annual renewal or nonrenewal of their contract on the same basis as teachers. Once an Adult Learning Center Teacher has served three (3) consecutive school years and has been rehired for a fourth (4th) school year, he/she will be regarded as a permanent employee who is no longer subject to annual appointment, provided that he/she was properly licensed and certified for that entire prior three (3) year period.
- N. All teachers should have a readily available written lesson plan for each classroom session. Aside from the exceptions noted in the sentence below, teachers will not be expected to routinely submit their lesson plans to the administration in advance, although teachers should retain their lesson plans and must make them available if requested by the administration. Teachers within their first three years of employment in Brockton, teachers who are on an improvement plan or a directed growth plan, and teachers who teach in an accredited program, grant program, or special status school may be required to submit their lesson plans in advance to the administration.

**ARTICLE XXXIII
COLLEGE-AID PROGRAM**

The Committee agrees to continue its involvement in the college-aid program at the senior, junior, and elementary school levels and further agrees to make efforts to encourage the expansion of the program.

**ARTICLE XXXIV
APPOINTMENTS TO PERMANENT POSITIONS**

Beginning no later than June 30th of the same school year following the date of the appointment to an acting administrative position, the position, in accordance with the terms of the contract shall be advertised for permanent appointment.

**ARTICLE XXXV
ADMINISTRATION OUTSIDE ESTABLISHED YEAR**

- A. The Committee agrees that, providing the prior consent of the Superintendent of Schools or his/her designee is obtained, assigned time for administration outside the established year shall be compensated at the rate of \$42.51 per hour effective September 1, 2018 with a maximum of \$935.42 per week and a summer maximum of \$5,612.50.
- B. Effective September 1, 2019, the foregoing rates shall be increased to \$43.36 per hour, \$954.13 per week and \$5,724.75 per summer.
- C. Effective September 1, 2020, the foregoing rates shall be increased to \$44.23 per hour, \$973.21 per week and \$5,839.25 per summer.
- D. No person employed in an administrative capacity shall receive compensation during the school year for work falling within the scope of his/her responsibility. The foregoing rates shall be paid only if the work being compensated for is of an administrative nature whether performed by a member of Unit A or a member of Unit B. If the work being compensated for is not of an administrative nature, then the hourly rate referred to in Appendix A-4 shall be applicable.
- E. Ten (10) month-two (2) week administrators shall be allowed to work up to two (2) of their summer days on no-school days during the course of the year such as on vacation days and snow days. Eleven (11) month administrators shall be allowed to work up to three (3) of their summer days on no-school days during the course of the year such as on vacation days, but not on snow days. Any such rescheduled work days shall be subject to the advance approval of the Superintendent which approval shall not be unreasonably withheld.

- F. In the event that an administrator is absent for seven (7) or more consecutive school days and during some or all of that time one or more teachers or administrators assumes the duties of that position, the teacher(s) or administrator(s) who provide(s) such coverage shall be compensated, retroactive to his/her (their) first day of coverage, at the rate of pay of the absent administrator. It is understood that to qualify for this compensation, the teacher(s) or administrator(s) must actually assume the duties of the absent administrator and it is further understood that the Superintendent or his/her designee shall retain the discretion to decide whether a teacher or other administrator will assume the duties of an absent administrator.

**ARTICLE XXXVI
EDUCATIONAL CONVENTIONS,
CONFERENCES AND/OR MEETINGS**

- A. An appropriation of \$20,000 shall be allocated for educational conventions, conferences and/or meetings providing, however, that all such funds be encumbered no later than May 1st of a given fiscal year. A screening committee, comprised of six (6) members, three (3) of whom are appointed by the Association (one representative from the high school, one from the middle school level, and one from the elementary level) and three (3) of whom are appointed by the Superintendent, shall be established for the purpose of reviewing applications.
- B. The screening committee shall recommend the selectees and the estimated expenses from the submitted applications to the Superintendent of Schools not more than forty-five (45) days, whenever possible, prior to the conventions, conferences and/or meetings. The final determination for attendance to the educational conventions, conferences and/or meetings shall be made by the Superintendent of Schools or his/her designee, within ten (10) school days after receipt. At the conclusion of the conventions, conferences and/or meetings, a complete written report of the aforesaid conventions, conferences and/or meetings may be submitted to the office of the Superintendent of Schools or his/her designee and to the appropriate officers of the Association.
- C. It is agreed that guidelines pursuant to this Article will be mutually defined by the Association and the Committee as those currently in force and use by the "Article XXXVI Committee" and that these guidelines will be stated in written form in the book of Policies and Bylaws of the Brockton Public Schools.

**ARTICLE XXXVII
IN-SERVICE PROGRAM**

- A. The In-Service Program for teachers and administrators shall be augmented by the inclusion of graduate credit courses held in Brockton and conducted by professors of accredited colleges.
- B. A committee, composed of one (1) School Committee member and three (3) members of the Association, shall make recommendations for the courses to be offered each semester, shall receive all applications, shall submit their recommendations to the Superintendent of Schools or his/her designee, and shall make all necessary arrangements. A minimum of two (2) In-Service courses shall be offered annually. The final determination of course selection shall be made by the Superintendent of Schools or his/her designee.
- C. The Committee agrees to pay fifty percent (50%) of the tuition of not more than thirty (30) members of the Association provided, however, that no members will be reimbursed more than once during the period of two (2) school years. The approval of personnel selected to attend these courses shall be made by the Superintendent or his/her designee.

**ARTICLE XXXVIII
EXTRACURRICULAR ACTIVITIES**

- A. For the purpose of this Article an extracurricular activity is defined as one in which compensation is received or may be received under the terms of this contract.
- B.
 - 1. Appointments to Extracurricular Activity positions (Appendices B and C) shall be annual appointments.
 - 2. Unit B Members shall be permitted to hold Extracurricular Activity positions (Appendices B and C) without limitation on the number of positions held.
 - 3. Unit A Members may hold up to one (1) Coaching position (Appendix B) per year. There shall be no limitation upon the number of Appendix C positions that a Unit A Member may hold.
 - 4. All Extracurricular Activity positions (Appendices B and C) that are vacant shall be posted. Notwithstanding the language of Paragraph 1, an incumbent in an Extracurricular Activity position (Appendices B and C) who wishes to continue in the position may be reappointed to the position for the following year without the position being posted.

5. Preference shall be given to BEA Members who do not already hold an Extracurricular Activity position (Appendices B or C) when applying to a vacant position.
6. Preference for Coaching positions (Appendix B) shall be given to a Unit B Member when a Unit B Member has equal or greater qualifications than another applicant.
7. Coaches will be evaluated by the Athletic Director and the building Principal based on each athletic season. Said evaluation will be documented using a "Coach's Evaluation Form", which has been agreed to by the Committee and by the Association, and said evaluation will be performed approximately mid-season, as well as at the conclusion of the season.

**ARTICLE XXXIX
SALARY ACCREDITATION COMMITTEE**

- A. There shall be a Salary Accreditation Committee, consisting of a teacher from each of the elementary, middle school, and high school levels, the President of the Association or his/her designee, a member of the Administration, and a member of the School Committee. This committee shall meet monthly during the academic year, and its purpose shall be to examine the credits submitted by teachers to determine the appropriate salary schedule for these teachers. Guidelines pursuant to this Article will be mutually defined by the Association and the Committee as those currently in force and use by this committee. These guidelines will be stated in written form in the book of Policies and Bylaws of the Brockton Public Schools.
- B.
 1. Teachers who have forty-five (45) credits beyond their Masters Degree shall qualify to be paid pursuant to column seven (7) on the salary schedule (Masters Plus 45) provided the fifteen (15) credits used for advancement from column six (6) to column seven (7) are credits for graduate courses taken at an accredited college or university that are within an area of certification granted by the Massachusetts Department of Education.
 2. Teachers who have sixty (60) credits beyond their Masters Degree shall qualify to be paid pursuant to column eight (8) on the salary schedule (Masters Plus 60) provided the fifteen (15) credits used for advancement from column seven (7) to column eight (8) are credits for graduate courses taken at an accredited college or university that are within an area of certification granted by the Massachusetts Department of Education.

- C. The parties shall develop a separate side letter which shall list those non-graduate courses, such as computer and certain foreign language courses, which shall be considered as graduate credits within the meaning of the foregoing contract language if approved by the Salary Accreditation Committee.

**ARTICLE XL
EARLY RETIREMENT INCENTIVE PLAN**

- A. The intent of this provision is to provide a financial incentive for a teacher to retire early between the contract years in which his/her fifty-fifth (55th) to sixty-fifth (65th) birthday occurs. Such incentive can provide a benefit to the teacher, a long-term financial saving to the School Committee and an opportunity for employment and/or career advancement for other teachers.
- B. Teachers eligible to participate in this program are teachers who attain at least their fifty-second (52nd) birthday or at most their sixty-second (62nd) birthday during the contract year in which they will declare their intent to so participate and who will be eligible to retire pursuant to the Massachusetts Teacher Retirement law at the end of the first, second, or third school year after the contract year in which such declaration of intent was made and who provide one (1), two (2), or three (3) years advance notice of such intent.
- C. A declaration of intent to participate must be filed by November 1st on a form provided for this purpose by the office of the Superintendent. The date thus set will be the effective date of retirement and this notice of retirement will be irrevocable.
- D. For each of the remaining school years following the contract year in which the declaration of intent is filed, the teacher shall be paid a salary that is four percent (4%) higher than would otherwise be the case.

**ARTICLE XLI
REDUCTION IN FORCE**

The Committee retains the right to determine the number of teaching positions and other professional positions which are needed in the school system and also retains the right to determine the employees to be laid off and recalled in accordance with the procedures and standards set forth below:

- 1. Before any teachers are laid off, an attempt will be made to meet any reduction in the number of teaching or other professional positions through normal attrition.

2. A teacher with Professional Teacher Status shall not be laid off if there is a teacher without Professional Teacher Status whose position the teacher with Professional Teacher Status is qualified to fill.
3. For purposes of this Article each teacher will, pursuant to the provisions of Section 4 below, be assigned to one (1) discipline category. In determining the order in which teachers shall be laid off within the separate groups of teachers with and without Professional Teacher Status, the Committee shall review each discipline category in which a layoff is to occur, and the layoffs shall occur in inverse order of seniority. That is, the teacher within the discipline category who has the least seniority, as defined in Section 4, will be the one who is laid off. Except for Unit A administrators, whose rights in this regard are set out in Section 4, paragraph d, no teacher who is laid off will be able to bump into another discipline category. An exception to this will be that, in order to comply with the seventh paragraph of G.L. c.71, §42 (as amended by section 3 of Chapter 131 of the Acts of 2012), a teacher in a discipline category who has professional teacher status, and who since September, 2013 has always attained either “exemplary” or a “proficient” rating on his or her Summative rating that is given at the conclusion of an evaluation cycle, will not be laid off if there is a more senior teacher in that discipline category who has professional teacher status but who has been rated as something less than “proficient” on his or her Summative rating given at the conclusion of any two (2) of the past four (4) evaluation cycles for that teacher. For purposes of this provision, the past four (4) evaluation cycles shall include the current school year if a Summative rating is given during that school year in accordance with the applicable timelines in the Evaluation Procedure. (The previous two (2) sentences will remain in effect so long as the amendment to the language in the seventh paragraph of G.L. c.71, §42 which was amended by the Acts of 2012 remains in effect.)
4. a. Seniority shall be defined as the total number of years of continuous service in the Brockton School System. If the teacher began his/her continuous service after the beginning of a school year and worked more than one-half of that school year, then that partial year of service will be credited for seniority purposes, and the teacher’s seniority shall be computed by years, months and days of service. If a teacher began his/her continuous service after the beginning of a school year and worked less than half a year, however, such portion of a year will not be credited toward seniority. For these purposes, teachers who began their continuous service during or prior to the school year 1969-1970 shall have their service computed by years and months rounded off to the nearest month of service.

- b. Teachers will be assigned to one (1) discipline category. In the event that, as of February 1, 1982, a teacher either was teaching in more than one discipline or during his/her period of continuous service within the Brockton School System had taught in more than one discipline, such individual made an election in writing prior to February 1, 1982, which of these disciplines he/she would be assigned to for purposes of this article. Upon making such election, the teacher was given full credit for all of his/her seniority as defined in paragraph (a) above, irrespective of what discipline or disciplines he/ she taught in while accruing his/her said seniority.
- c. Once an individual made an election pursuant to paragraph (b) above, he or she became bound by that election in later years. A new election by an individual will be permitted only when that individual is transferred, assigned or recalled to a discipline in which he/she has not taught before during his/her period of continuous service or when the discipline to which an individual had elected to be assigned is completely eliminated. In the case of any individual who is transferred, assigned or recalled to a discipline in which he/she has not previously taught and who elects, at that time, to stay on the seniority list in his/her prior discipline, he/she shall be permitted, at his/her option, to make a second such election between September 1 and September 30 of the third school year that he/ she is in the new discipline. Such election shall then become effective on the seniority lists published the following April.
- d. Unit A administrators who are subject to being laid off pursuant to this Article will be given full seniority credit for their years of service within the Brockton Schools and, upon layoff, from Unit A, will be able to bump into Unit B so long as they have sufficient seniority. For these purposes, each administrator will be assigned to a Unit B discipline category in which the administrator is certified. In the event that an administrator had multiple certifications, as of February 1, 1982, he/she made an election to which of these Unit B disciplines he/she would be assigned. Such election was made by February 1, 1982, and bound the administrator in later years. This is subject to the same rights to make a new election as are set out in paragraph (c) above. Although a laid off administrator can bump, as stated above, into a Unit B discipline category, he or she cannot bump into another Unit A category except to the limited extent specified in subsection (1) below:
 - (1) Whenever the least senior elementary assistant principal or assistant principals have been laid off from the Unit A category of Elementary School Assistant Principals, the position that each vacates shall be offered on a seniority

basis to those elementary assistant principals who are in lower ratioed positions within that administrative category. However, if there are any elementary assistant principals in the same or in a higher ratioed position in the category of Elementary School Assistant Principals who have not been laid off from that category but who do not have an assignment for the following school year because their schools have been closed, they too shall be included in the group of elementary assistant principals to whom the vacated positions are to be offered on a seniority basis. Any vacancy in another elementary assistant principalship that results from the application of the foregoing procedure shall be filled in the same way. The ratio levels which will be used in applying the foregoing procedure shall be the ones in effect at the time the vacancies are filled. In the event that a vacancy occurs at any time after the commencement of a school year, said vacancy will be filled on a temporary basis (through recall or, if no one is on the appropriate recall list, through appointment) for the balance of that school year, with the foregoing procedure being applied at the end of said school year.

- e. For purposes of computing seniority, time spent on the following types of leave shall be included: paid sabbatical leave, a paid leave of absence granted by the School Committee for any other reason, military leave, leave granted to serve in the Peace Corps, leave granted to serve as an exchange teacher or overseas teacher or leave granted to serve in a full-time BEA, MTA, or NEA position. In the case of maternity or sick leave, seniority will accrue only for the paid portion of the leave. Time spent on any type of unpaid leave of absence other than those enumerated above shall not be included in the computation of seniority; however, any continuous service that has been accumulated prior to the commencement of any such unpaid leave shall not be lost. In cases where there is a severance of the employment relationship with the Brockton School System, a teacher's continuous service shall be broken. If any such teacher should subsequently be or have been reemployed in the Brockton School System, the date upon which his/her reemployment begins or began shall constitute his/her new seniority date (except as guided by Section 14).
- f. In any year in which a reduction in force is to take place, the School Department shall prepare lists of all teachers in their respective discipline categories. Such lists will show the amount of seniority with which each teacher is credited. For purposes of this Article, seniority will be computed up to the mid-point of the school year in

which the reduction in force is to take place. These lists will be provided to the Association on or before March 1st. The Association shall have until March 15th, or until two (2) weeks after receipt of the lists, whichever occurs later, to challenge the accuracy of the information on the lists. Disagreements regarding the lists which cannot be resolved by the Committee and the Association shall be subject to the Grievance and Arbitration procedure, beginning with Level Two.

- g. In the event of a tie in terms of seniority, the Committee shall look at the column placement of the tied individuals on the Teacher's Salary Schedule as of February 1st of that school year. The individual with the lower column placement shall be the one who is laid off. In the event that the tie still is not broken, then in the case of the elementary school teachers the grade level experience of the tied individuals will determine who shall be retained. In the case of secondary school teachers, both the grade level experience and the subject area experience of the tied individuals will determine who shall be retained. In the event that the tie is still not broken, then preference shall be given to the person who has taught in the building in which a vacancy occurs. In the event that the tie is still not broken, then a lottery will be held. An attempt will be made to notify each of the tied teachers prior to the lottery and they will be invited to be present. The Superintendent or his/her designee and a representative of the Association will be present. The names of the tied individuals will be placed in a container and then will be drawn by a neutral party. The order in which the names are drawn will constitute the order of entitlement to a teaching position. Any given lottery will have effect only for the year in which it takes place; that is, if ties, even involving the same individuals, occur in subsequent years, new lotteries will be held.

5. For purposes of this Article, the discipline categories shall be as follows:

- | | | |
|----|--------------------|------|
| a. | Elementary | K-6 |
| b. | English | 7-12 |
| c. | Science | 7-12 |
| d. | Math | 7-12 |
| e. | Social Studies | 7-12 |
| f. | Health | 7-12 |
| g. | Languages | 7-12 |
| h. | Business Education | 9-12 |
| i. | Art | K-12 |
| j. | Music | K-12 |
| k. | Physical Education | K-12 |
| l. | Reading | K-12 |

- m. Occupational Education 9-12
- n. Industrial Arts 7-12
- o. Home Economics 7-12
- p. Driver Education
- q. Community Service
- r. Media Specialists
- s. Speech Therapy
- t. Hearing Impaired Teacher
- u. Vision Impaired Teacher
- v. Occupational Therapy
- w. Special Needs Teacher
- x. Preschool Teacher
- y. Physical Therapy
- z. Guidance Counselor
- aa. School Adjustment Counselor
- bb. Psychologist
- cc. Adult Education
- dd. School Nurses
- ee. Information Technology Education
- ff. Instructional Technology
- gg. Digital Literacy/Computer Science/Instructional Technology
- hh. Visually Impaired

Except for those administrators in individual positions, administrative personnel shall be broken into the following separate discipline categories:

- a. Executive Directors
- b. Housemasters
- c. Assistant Housemasters
- d. Middle School Assistant Principals
- e. Elementary School Assistant Principals
- f. Team Facilitators
- g. Middle School Department Heads of English
- h. Middle School Department Heads of Math
- i. Middle School Department Heads of Science
- j. Middle School Department Heads of Social Science

A Joint Committee shall be established by the parties which shall review the list of discipline categories in Section 5 and make non-binding recommendations to the parties concerning any additions or modifications thereto of any deletions therefrom.

- 6. No reduction in force shall take effect on other than the first (1st) day of a school year.

7. Teachers who are on layoff shall be placed on a recall list until the start of the third (3rd) school year after the effective date of their layoff and shall be given preference for any Unit B vacancy or new position which they are qualified to fill. During their recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire. Teachers with recall rights will be recalled in the reverse order of their layoff.
8. Teachers who have been laid off shall, during their recall period, be notified in writing by the Superintendent's office of any open Unit B positions in the system which they may be qualified to fill provided they have left their home address with the Superintendent's Office. Failure to accept an offer of employment for any such suitable position shall eliminate the teacher's recall rights. However, if a teacher who has been laid off gives written notice and proper documentation, prior to an offer of recall, to the Superintendent or his/her designee that the teacher has been hired under a contract as a teacher, counselor, or administrator in another school or school district or is matriculating in a graduate degree program either in his/her subject area, or in education or in a subject area taught in the Brockton Public Schools, that teacher will be bypassed for recall for the balance of that school year. Any teacher who exercises this option must inform the Superintendent or his/her designee in writing prior to March 1 as to whether or not he/she will be available for recall upon the conclusion of that school year. If the teacher fails to give notice or indicates that he/she will not be available for recall, he/she will be dropped from the recall list. The exercise of this option shall in no way extend the recall rights of any teachers who avail themselves of it and the provisions of this paragraph can only be utilized once during any recall period.
9. Teachers recalled after layoff under this article shall be placed on the step of the salary schedule which is one step higher than the one on which they were at the time of their last day of teaching prior to being laid off. Also, such teachers shall carry over only that sick leave which was credited to them at the time of their last day of teaching prior to being laid off.
10. The Committee shall make every effort to notify any teacher who is to be affected by a reduction in force by April 15th, but in any event no later than May 15th, of the school year preceding the school year in which the reduction is to be effected.
11. Copies of all layoff and recall notices shall be sent to the Association.
12. Any administrator who, in lieu of being laid off under this Article, reverts to a Unit B position, shall, during the recall period hereinbefore specified in Section 7, retain the right to be restored to the Unit A position from which he/she was reduced when a vacancy in that position occurs. Such

restoration will be in the reverse order of the reduction when there is more than one such eligible administrator.

- a. Prior to the recall of any elementary assistant principals, the vacant positions within the category of Elementary School Assistant Principals shall be first be offered to those who are still active employed as assistant principals utilizing the same procedure as is set forth in subsection (2) of Section 4, d. of this Article. Upon completion of that procedure, the elementary assistant principals to be recalled shall be recalled on a seniority basis to whatever positions in the category of Elementary School Assistant Principal are left vacant.
13. Teachers who have been notified of involuntary transfers to other schools because of a reduction in force and teachers who have been given layoff notices because of a reduction in force but who are recalled prior to the start of the following school year will, if they so desire and with the approval of the Superintendent or his/her designee, be reassigned to their former schools if an opening exists or occurs and the reassignment can be made at least two (2) weeks prior to the opening of school. If the Superintendent or designee does not approve, reasons for the disapproval will be given to the teachers and will be subject to the grievance and arbitration procedure. Such reassignments shall be made in the reverse order of the involuntary transfers or the layoffs with those who have been involuntarily transferred being given first preference. If any teacher declines an opportunity to be reassigned to the former school, an offer for another opening in that school will not be made during that school year. It is understood that this procedure will not restrict building principals from making internal transfers whenever an opening occurs.

Aside from openings that are filled pursuant to the preceding paragraph, the following is the order of placement and/or recall to a particular building or discipline which will be applied on a seniority basis within each group up to two (2) weeks prior to the opening of school:

- a. Teachers who have been involuntarily transferred;
- b. Teachers who are returning from a leave of absence;
- c. Members returning from a job sharing position.
- d. Laid off teachers with Professional Teacher Status who have been recalled;
- e. Teachers from within that discipline who elected another pursuant to Section 4, b. and who were involuntarily transferred;

- f. Teachers who have either voluntarily transferred or who have requested a voluntary transfer; and
 - g. Laid off teachers without Professional Teacher Status who have been recalled.
14. Any laid off teacher who is rehired after the expiration of his/her recall period shall, upon rehire, be credited with all of his/her prelayoff seniority and accrued sick leave.
15. Notwithstanding the foregoing provisions, the seniority for those school nurses who have received permanent appointments to their positions within the meaning of Chapter 31 of the General Laws shall be determined by the total length of their continuous service from the date of their respective permanent appointments to the position of school nurse in the Brockton School System; any ties in seniority among the permanently appointed school nurses shall be broken in accordance with the statutes, rules and regulations governing permanent Civil Service employees and, if any tie in seniority is still not broken, then the nurse with the lower column (i.e. degree) placement shall be the one who is laid off. In the event that the tie still is not broken, then preference shall be given to the nurse who has worked as her primary location in the building in which the vacancy occurs. In the event that the tie is still not broken, a lottery will be held. No nurse who has received a permanent appointment to his/her position within the meaning of Chapter 31 shall be laid off if there is any school nurse who has not been permanently appointed to his/her position whose position the permanently appointed school nurse is qualified to fill. The seniority of those school nurses who have not been permanently appointed to their positions shall be determined by the total length of their continuous service from their date of hire in the Brockton School System. If any ties in seniority among the school nurses who have not been permanently appointed to their positions exist, then the nurse with the lower column (i.e. degree) placement shall be the one who is laid off. In the event that the tie still is not broken, then preference shall be given to the nurse who has worked at his/her primary location in the building in which the vacancy occurs. In the event that the tie is still not broken, a lottery will be held. In computing the seniority of both the permanently appointed and the provisional or non-permanently appointed school nurses, time spent on either paid or unpaid leave shall be treated in accordance with paragraph 4e of this Article. The recall rights of any permanently appointed school nurses who are laid off shall be governed by Section 39 of Chapter 31 of the General Laws which provides for a ten (10) year recall period. The recall rights of any provisional or non-permanently appointed school nurses who are laid off shall be governed by paragraph 7 of this Article. Except as otherwise specified in this

section, all of the other provisions of this Article XLI shall be applicable to the school nurses unless the context plainly indicates otherwise.

16. Any administrator who is laid off from a ratioed position pursuant to Article XLI and who exercises his right to bump into a Unit B position pursuant to Article XLI will be “red-circled” (i.e., his salary will be frozen) at the salary level at which he was being paid at the time of his reduction, provided that he has served in the administrative position from which he was reduced for three years or longer. If any such reduced administrator has not served for three or more years in the administrative position from which he has been reduced, but has previously served in a lower ratioed administrative position for three years or longer, he shall be red-circled at the salary level at which he could have been paid at the time of his reduction if he had still been serving in that lesser compensated position at that time; if any such administrator has previously served for three years or longer in two or more lesser compensated administrative positions, his red-circled compensation shall be based upon the higher or highest of the lesser compensated positions.

Any reduced administrator who benefits in any year from such red-circling shall work an additional number of days beyond the teachers’ work year upon projects assigned by the Superintendent. The number of such additional work days shall be computed as follows. First, the dollar value at the time of reduction of the ratio upon which the red-circled salary has been based will be identified. Second, the amount of the economic benefit to the individual for the red-circling for the year in question will be identified. Third, the percentage value that the second figure bears to the first figure will be computed. Fourth, that same percentage value shall then be applied to the total number of work days in excess of the teachers’ work year which are associated with the administrative position upon which the red-circle is based, as set forth in Appendix D, and rounded to the nearest half day. For example, if the dollar value for a 1.25 ratio that is associated with a “ten month plus two week” position were \$20,000 at the time the reduction occurred, and if the amount of the economic benefit to the red-circled individual for the year in question were \$13,500 (i.e., 68.75% of \$20,000), then the individual in that year would work 7 of the 10 additional work days that were associated with the position from which the reduction occurred, upon projects assigned by the Superintendent.

ARTICLE XLII SCHOOL NURSES

During their first three (3) consecutive school years of service, nurses will be subject to annual renewal or nonrenewal of their contract on the same basis as teachers. Once a nurse has served three (3) consecutive school years and has been

rehired for a fourth (4th) school year, he/she will be regarded as a permanent employee who is no longer subject to annual appointment, provided that he/she was properly licensed and certified for that entire prior three (3) year period. Effective on and after September 1, 2004, the salary schedule placement of the nurses has been based on whichever step of the Teachers' Salary Schedule is applicable to them, including Step 11.

ARTICLE XLIII JOB SHARING

Definition: Job sharing shall be defined as the allocation of the duties, salary, and benefits of one full time teaching position between two teachers such that the cost of the job sharing does not exceed the cost of one teacher. The division of these duties shall be according to the terms set forth below. Please note: the term "teacher" applies to any BEA member.

1. Teachers interested in job sharing shall submit a written proposal to the Superintendent or his/her designee and the appropriate building Principal no later than March 1 of the school year preceding the school year during which the job is to be shared. The proposal shall identify the following:
 - The position to be shared.
 - The manner in which the job is to be shared; for example, the percentage of the job each is to work. A daily and/or weekly work schedule.
 - Because the intent is the cost of the job share shall not exceed the cost of one teacher, the one teacher who may receive the insurance benefits (health, dental and life insurance) must be identified.
 - Any other relevant information. For example: how teachers will communicate with each other; how preparation periods will be divided.
2. No more than ten (10) job sharing assignments shall be approved by the Superintendent in one school year.
3. The proposal shall be reviewed by the Superintendent and/or his/her designee and the appropriate building Principal. The teacher(s) shall be notified in writing of their decision no later than March 15. The decision by the Superintendent whether or not to allow the job sharing proposal shall not be grievable or arbitrable.
4. The BEA will review the accepted proposal(s) for contractual compliance issues. If the proposal is approved, the following conditions shall apply:
5. Both teachers shall work the first day of the teachers' work year. Both teachers shall work the first, second, and last day of the student year.

6. Both teachers shall attend the contractual Open House evening.
7. Both teachers shall attend all contractual parent conferences.
8. Both teachers shall mark report cards together and attend conferences together.
9. Both teachers shall work a full day on In-service days.
10. Both teachers shall attend 504/ IEP Team meetings and / or share pertinent information.
11. Both teachers shall attend contractual monthly meetings.
12. Both teachers will attend staff and In-service meetings as a team. If one teacher is unable to attend such meeting, the other teacher will represent the team.
13. In the event that one of the teachers is absent, the other teacher shall make every reasonable effort to cover the class. On such days, the partner shall be paid his/her per diem rate of pay.
14. The partner teachers shall be entitled to all contractual rights and privileges. Where applicable, salaries and benefits shall be pro-rated.
15. The job sharing arrangement shall last not less than one school year. In the event that one job sharing teacher leaves the assignment for any reason, the other job sharer will assume all duties full-time with appropriate adjustment made to salary and benefits.
16. Participation in a job sharing assignment shall be voluntary.
17. Job sharing assignments shall be reviewed yearly by the appropriate Principal. The continuation of the job sharing assignment shall be dependent upon the Principal's recommendation to the Superintendent. However, a positive recommendation from the principal shall not be unreasonably withheld. If a job sharing assignment is to be discontinued, the job-sharing partners shall be notified in writing by May 15.
18. Job share participants who work less than 50% of a teacher's schedule may not contribute to the Mass. Teachers' Retirement System; therefore, that time working will not count toward retirement. The participants will instead contribute to the Brockton Public School OBRA/FICA Alternative Plan.

19. It is the responsibility of the Job Share participants to review the MTRS Update dated July 9, 2010 which outlines new Regulations for Creditable Service (807 CMR 3.04).
20. Teachers who work a half day as part of their Job Share shall be charged a half day of sick leave if they either call in sick or leave work early due to illness.
21. No job share participants shall be allowed to job share more than two years in a row if there are other applications pending which have been approved by the Principal and the Superintendent and which meet all the above requirements.
22. Existing job share participants must reapply on a yearly basis.
23. Existing job share participants shall be given preference for a second consecutive year so long as the assignment has been approved by the Principal and the Superintendent and meet all the above requirements.
24. Promotional or administrative positions which are approved as job share assignments must be shared by individuals holding comparable promotional or administrative positions. Existing job share participants currently sharing promotional or administrative assignments will be "grandfathered" and excluded from this provision.
25. Upon the completion of a job share assignment, job share participants will be assigned to the same position which she/he held at the time said job share assignment commenced, if available, or if not, to a substantially equivalent position.
26. If, in the opinion of the building Principal, the job sharing assignment is not working to his/her satisfaction, the Principal, the two teachers, and the Executive Director of Human Resources will work together to attempt to find an alternative placement for one of the teachers, and one teacher, to be identified by the Principal, will remain in the position but will assume the position on a full-time basis. In no case will a new teaching position be created for either of the two teachers.
27. In the event that there are more approved job share applicants than there are job share slots available, the following process will be followed:
 - A. Applicants for a second year continuation, new applicants, and applicants who have completed two years of a job share will be selected through a lottery system.

- B. Applicants who have completed one year of a job share will have first preference using the lottery system.
 - C. New applicants will have second preference using the lottery system.
 - D. Applicants completing two years of a job share will have third preference using the lottery system.
28. Members returning from a job sharing position would be considered for placement immediately after involuntary transfers and returns from leaves of absence.
29. If the two job share teachers decide to end the job share arrangement the following process will be used to fill the job share position: The teacher who originally held the full time position will have the right to assume the full time position. If neither teacher held the full time position, the teacher with the most seniority will have the right to assume the full time position. The second teacher will work with the Human Resources Office to find a placement for the next school year.
30. Teachers who are approved by March 15 for a Job Share Teaching Assignment are subject to contractual reduction in force language. Budget restraints might override an approved Job Share assignment.

**ARTICLE XLIV
ELECTRONIC STUDENT INFORMATION SYSTEM**

- A. Teachers shall utilize Infinite Campus, or such other electronic student information system as the Committee may designate in the future, under the terms and conditions that are set forth in this Article. In the event that the Committee intends to designate another electronic student information system in the future, the Committee shall provide the BEA with notice and the opportunity to bargain over the impacts on Teachers' terms and conditions of employment.
- B. During the 2018-19 school year, Teachers shall continue to utilize Infinite Campus for the purposes which were required during the 2017-18 school year (Elementary: daily attendance, final term grades. Middle School & High School: daily attendance, discipline, mid-term and final grades). The requirements of Paragraphs C and D shall become effective at the start of the 2019-20 school year.
- C. High School and Middle Schools.
 - 1. Teachers shall enter student attendance on a daily basis.

2. Teachers shall enter student discipline within a reasonable time period of the occurrence of said discipline. The parties shall develop a mechanism pursuant to which Teachers shall be notified of the outcome of any discipline referrals.
3. Teachers shall utilize the electronic student information system as their gradebook. Teachers shall ensure that grades are current as of the date upon which progress reports and report cards are issued. With the exception of the month of September, during any month in which neither progress reports or report cards are issued, teachers shall ensure that grades are current as of the 15th of the month (or by the next work day after the 15th if the 15th falls on a non-work day). For purposes of this Section, current grade shall reflect all student work that has been graded by Teachers as of the applicable date.

D. Elementary Schools.

1. Teachers shall enter attendance on a daily basis.
2. Teachers shall enter student discipline for major infractions within a reasonable time period of the occurrence of said discipline. The parties shall develop a mechanism pursuant to which Teachers shall be notified of the outcome of any discipline referrals.
3. Teachers shall enter final grades each term.
4. Teachers shall enter progress reports for students who are in danger of not meeting a standard or series of standards.

E. Professional Development. All Teachers shall receive Professional Development concerning the utilization of Infinite Campus during the 2018-19 school year. Professional Development on Infinite Campus, or other electronic student information system which may be designated by the Committee in the future, will continue to be offered to new Teachers in subsequent school years.

F. The BEA and the School Committee shall jointly monitor the implementation of the Parent Portal in order to address any issues that may arise including, but not limited to, the utilization of email as a means of communicating with parents.

**ARTICLE XLV
DURATION**

This Agreement will be effective as of September 1, 2018, and will remain in full force and effect until August 31, 2021. The parties agree that no later than December 1, 2020 they will enter into negotiations for a Successor Agreement that will become effective as of September 1, 2021.

APPENDIX A-1 (\$380 STEP 12)
SEPTEMBER 1, 2018

	1	2	3	4	5	6	7	8	9
	B.A.	+15	+30	MASTER	+15	+30	+45	+60	DOCTOR
1	46,980	47,640	48,610	49,570	50,340	51,210	51,810	52,340	55,170
2	48,390	49,510	50,700	51,540	52,430	53,230	53,890	54,300	57,120
3	50,190	51,330	52,390	53,890	55,050	55,790	56,660	57,470	60,320
4	54,030	55,760	56,960	58,360	59,120	59,990	60,950	62,070	64,910
5	57,450	59,290	61,190	62,070	63,220	64,330	65,330	65,990	68,820
6	60,280	62,330	64,020	64,930	65,990	68,380	69,450	69,920	72,730
7	62,900	64,600	66,580	68,780	69,920	71,220	72,210	73,680	76,510
8	65,030	67,420	69,150	71,220	72,210	74,270	75,450	76,550	79,380
9	68,010	70,200	72,780	74,270	75,670	77,180	78,190	79,910	82,720
10	73,360	75,910	78,190	78,670	78,990	80,540	81,640	82,770	85,630
11	75,310	77,870	80,190	86,060	87,890	89,510	91,620	92,760	95,610
12	79,330	81,880	84,190	90,060	91,900	93,530	95,640	96,770	99,630

APPENDIX A-1 (\$380 STEP 12) ELT 19.7% - GILMORE ACADEMY
SEPTEMBER 1, 2018

	1	2	3	4	5	6	7	8	9
	B.A.	+15	+30	MASTER	+15	+30	+45	+60	DOCTOR
1	56,240	57,030	58,190	59,340	60,260	61,300	62,020	62,650	66,040
2	57,920	59,260	60,690	61,690	62,760	63,720	64,510	65,000	68,370
3	60,080	61,440	62,710	64,510	65,890	66,780	67,820	68,790	72,200
4	64,670	66,740	68,180	69,860	70,770	71,810	72,960	74,300	77,700
5	68,770	70,970	73,240	74,300	75,670	77,000	78,200	78,990	82,380
6	72,160	74,610	76,630	77,720	78,990	81,850	83,130	83,690	87,060
7	75,290	77,330	79,700	82,330	83,690	85,250	86,440	88,190	91,580
8	77,840	80,700	82,770	85,250	86,440	88,900	90,310	91,630	95,020
9	81,410	84,030	87,120	88,900	90,580	92,380	93,590	95,650	99,020
10	87,810	90,860	93,590	94,170	94,550	96,410	97,720	99,080	102,500
11	90,150	93,210	95,990	103,010	105,200	107,140	109,670	111,030	114,450
12	94,880	97,940	100,700	107,730	109,940	111,880	114,410	115,760	119,180

APPENDIX A-2 (\$2,300 STEP 12)
2019-2020 MIDPOINT

	1	2	3	4	5	6	7	8	9
	B.A.	+15	+30	MASTER	+15	+30	+45	+60	DOCTOR
1	46,980	47,640	48,610	49,570	50,340	51,210	51,810	52,340	55,170
2	48,390	49,510	50,700	51,540	52,430	53,230	53,890	54,300	57,120
3	50,190	51,330	52,390	53,890	55,050	55,790	56,660	57,470	60,320
4	54,030	55,760	56,960	58,360	59,120	59,990	60,950	62,070	64,910
5	57,450	59,290	61,190	62,070	63,220	64,330	65,330	65,990	68,820
6	60,280	62,330	64,020	64,930	65,990	68,380	69,450	69,920	72,730
7	62,900	64,600	66,580	68,780	69,920	71,220	72,210	73,680	76,510
8	65,030	67,420	69,150	71,220	72,210	74,270	75,450	76,550	79,380
9	68,010	70,200	72,780	74,270	75,670	77,180	78,190	79,910	82,720
10	73,360	75,910	78,190	78,670	78,990	80,540	81,640	82,770	85,630
11	75,310	77,870	80,190	86,060	87,890	89,510	91,620	92,760	95,610
12	81,630	84,180	86,490	92,360	94,210	95,830	97,940	99,070	101,930

APPENDIX A-2 (\$2,300 STEP 12) ELT 19.7% - GILMORE ACADEMY
2019-2020 MIDPOINT

	1	2	3	4	5	6	7	8	9
	B.A.	+15	+30	MASTER	+15	+30	+45	+60	DOCTOR
1	56,240	57,030	58,190	59,340	60,260	61,300	62,020	62,650	66,040
2	57,920	59,260	60,690	61,690	62,760	63,720	64,510	65,000	68,370
3	60,080	61,440	62,710	64,510	65,890	66,780	67,820	68,790	72,200
4	64,670	66,740	68,180	69,860	70,770	71,810	72,960	74,300	77,700
5	68,770	70,970	73,240	74,300	75,670	77,000	78,200	78,990	82,380
6	72,160	74,610	76,630	77,720	78,990	81,850	83,130	83,690	87,060
7	75,290	77,330	79,700	82,330	83,690	85,250	86,440	88,190	91,580
8	77,840	80,700	82,770	85,250	86,440	88,900	90,310	91,630	95,020
9	81,410	84,030	87,120	88,900	90,580	92,380	93,590	95,650	99,020
10	87,810	90,860	93,590	94,170	94,550	96,410	97,720	99,080	102,500
11	90,150	93,210	95,990	103,010	105,200	107,140	109,670	111,030	114,450
12	97,180	100,240	103,000	110,030	112,240	114,180	116,710	118,060	121,480

APPENDIX A-3 (\$2,400 STEP 12)
2020-2021 MIDPOINT

	1	2	3	4	5	6	7	8	9
	B.A.	+15	+30	MASTER	+15	+30	+45	+60	DOCTOR
1	46,980	47,640	48,610	49,570	50,340	51,210	51,810	52,340	55,170
2	48,390	49,510	50,700	51,540	52,430	53,230	53,890	54,300	57,120
3	50,190	51,330	52,390	53,890	55,050	55,790	56,660	57,470	60,320
4	54,030	55,760	56,960	58,360	59,120	59,990	60,950	62,070	64,910
5	57,450	59,290	61,190	62,070	63,220	64,330	65,330	65,990	68,820
6	60,280	62,330	64,020	64,930	65,990	68,380	69,450	69,920	72,730
7	62,900	64,600	66,580	68,780	69,920	71,220	72,210	73,680	76,510
8	65,030	67,420	69,150	71,220	72,210	74,270	75,450	76,550	79,380
9	68,010	70,200	72,780	74,270	75,670	77,180	78,190	79,910	82,720
10	73,360	75,910	78,190	78,670	78,990	80,540	81,640	82,770	85,630
11	75,310	77,870	80,190	86,060	87,890	89,510	91,620	92,760	95,610
12	84,030	86,580	88,890	94,760	96,610	98,230	100,340	101,470	104,330

APPENDIX A-3 (\$2,400 STEP 12) ELT 19.7% - GILMORE ACADEMY
2020-2021 MIDPOINT

	1	2	3	4	5	6	7	8	9
	B.A.	+15	+30	MASTER	+15	+30	+45	+60	DOCTOR
1	56,240	57,030	58,190	59,340	60,260	61,300	62,020	62,650	66,040
2	57,920	59,260	60,690	61,690	62,760	63,720	64,510	65,000	68,370
3	60,080	61,440	62,710	64,510	65,890	66,780	67,820	68,790	72,200
4	64,670	66,740	68,180	69,860	70,770	71,810	72,960	74,300	77,700
5	68,770	70,970	73,240	74,300	75,670	77,000	78,200	78,990	82,380
6	72,160	74,610	76,630	77,720	78,990	81,850	83,130	83,690	87,060
7	75,290	77,330	79,700	82,330	83,690	85,250	86,440	88,190	91,580
8	77,840	80,700	82,770	85,250	86,440	88,900	90,310	91,630	95,020
9	81,410	84,030	87,120	88,900	90,580	92,380	93,590	95,650	99,020
10	87,810	90,860	93,590	94,170	94,550	96,410	97,720	99,080	102,500
11	90,150	93,210	95,990	103,010	105,200	107,140	109,670	111,030	114,450
12	99,580	102,640	105,400	112,430	114,640	116,580	119,110	120,460	123,880

*The foregoing Expanded Learning Time Salary Schedules are for those Teachers who are required to work beyond the regular school day pursuant to Appendix J, the Expanded Learning Time Side Letter of Agreement.

**APPENDIX A-4
MISCELLANEOUS**

a. In order to encourage experienced teachers to remain in the Brockton School System, longevity increments will be given to teachers who have completed 12, 15, 20, 25 and 30 years of service in Brockton on the following basis:

1. The following Longevity Plan shall be effective as of September 1, 2018 to reflect increases in the amount of one thousand dollars (\$1,000) at the 20, 25 and 30 year increments:

<u>Years of Service</u>	<u>Longevity Pay</u>
12	\$650 (no increase)
15	\$1,950 (no increase)
20	\$4,100 + 1% of Master's Maximum
25	\$4,900 + 1% of Master's Maximum
30	\$5,975 + 1% of Master's Maximum

2. The following Longevity Plan shall be effective as of September 1, 2019 to reflect increases in the amount of seventy-five dollars (\$75) at the 15 year increment and four hundred seventy-five dollars (\$475) at the 20, 25 and 30 year increments:

<u>Years of Service</u>	<u>Longevity Pay</u>
12	\$650 (no increase)
15	\$2,025
20	\$4,575 + 1% of Master's Maximum
25	\$5,375 + 1% of Master's Maximum
30	\$6,450 + 1% of Master's Maximum

3. The following Longevity Plan (Appendix A-8) shall be effective as of September 1, 2020 to reflect increases in the amount of seventy-five dollars (\$75) at the 15 year increment and four hundred seventy-five dollars (\$475) at the 20, 25 and 30 year increments:

<u>Years of Service</u>	<u>Longevity Pay</u>
12	\$650 (no increase)
15	\$2,100
20	\$5,050 + 1% of Master's Maximum
25	\$5,850 + 1% of Master's Maximum
30	\$6,925 + 1% of Master's Maximum

It is further understood that the 1% of Master's Maximum referenced above shall be increased in accordance with any future negotiated increase to Master's Maximum, including those increases that will take effect in accordance with the terms of this Agreement. For example, the value of 1% of Master's Maximum during the term of this contract shall be as follows:

September 1, 2018	\$900
September 1, 2019	\$900
September 1, 2020	\$924

- b. The longevity increments shall be paid in a lump sum which shall be made during the month(s) of October and/or November and which may be paid in either one or two consecutive pay periods. In the case of any teacher whose employment terminates before the end of the school year for which a longevity increment is paid, a prorated adjustment shall be made in that teacher's final paycheck based upon the proportion that the number of days remaining in the school year after the teacher's employment terminates bears to the total number of days in the teacher's work year. For example, a teacher who receives a \$4,100 longevity increment plus the 1% Master's Maximum longevity increment of \$900 during the 2018 – 2019 school year and who retires at the exact mid-point of that school year shall have 50% of his/her \$5,000 longevity increment, i.e., \$2,500 deducted from his/her final paycheck.
- c. In addition to the foregoing longevity increments, there shall also be a supplementary longevity increment that will be available only to those teachers and administrators who have served in the Brockton School System for at least twenty (20) years. Any such teacher or administrator shall be eligible to receive a supplementary longevity increment in the amount of seven percent (7%) of his/her annual base salary as a teacher (or seven percent (7%) of his/her annual base salary and ratio as an administrator) for any single period of three (3) consecutive years during his/her teaching career subject to the following conditions:
1. The teacher must give written notice of his/her intent to access this Supplementary Longevity Increment to the Superintendent or his/her designee prior to the November 1 preceding the contract year in which the teacher desires to begin receiving this benefit.
 2. Once given, the written notice will be irrevocable.
 3. Once the three (3) year period for this Supplementary Longevity Increment has been completed, the Supplementary Longevity Increment will terminate and the teacher will revert to the salary level that he/she would otherwise be at under the terms of the Collective Bargaining Agreement that is then in effect.

d. **Hourly rates effective September 1, 2018:**

1. Driver Education Teachers: \$35.08 per class hour
Monday through Saturday
2. Community School Teachers: \$35.08 per class hour
3. Home Instruction Teachers: \$35.08 per class hour
4. Summer School Teachers: \$35.08 per class hour

Hourly rates effective September 1, 2019:

1. Driver Education Teachers: \$35.78 per class hour
Monday through Saturday
2. Community School Teachers: \$35.78 per class hour
3. Home Instruction Teachers: \$35.78 per class hour
4. Summer School Teachers: \$35.78 per class hour

Hourly rates effective September 1, 2020:

1. Driver Education Teachers: \$36.50 per class hour
Monday through Saturday
2. Community School Teachers: \$36.50 per class hour
3. Home Instruction Teachers: \$36.50 per class hour
4. Summer School Teachers: \$36.50 per class hour

e. All hourly rates for teachers and administrators, all weekly and summer rates for administrators and all Voluntary Class Coverage rates shall be increased in accordance with the following schedule:

September 1, 2018	2.0%
September 1, 2019	2.0%
September 1, 2020	2.0%

Hourly Rates

Effective September 1, 2018 (2.0%)

2018 – 2019

Teachers \$35.08

Administrators \$42.51

Effective September 1, 2019 (2.0%)

2019 – 2020

Teachers \$35.78

Administrators \$43.36

Effective September 1, 2020 (2.0%)

2020 – 2021

Teachers \$36.50

Administrators \$44.23

- f. The foregoing percentage increases (2%, 2% and 2%) shall also be applicable to all rates in Appendix C (Extracurricular Activities).
- g. The Coaches Schedule (Appendix B) during the term of the Collective Bargaining Agreement shall be as per Appendix B that is attached hereto.
- h. Any existing differential positions that are not listed in the Differential Schedule (Appendix E) in the predecessor Agreement shall be incorporated into the Differential Schedule in this Agreement.
- i. General
 - 1. If a new bargaining unit position is established, the Committee will negotiate with the Association over the appropriate salary for such position.
 - 2. If there are any substantial changes in the duties of any existing bargaining unit position, the Committee will negotiate with the Association regarding possible modifications in the salary for such position.
- j. Members of the bargaining unit who are assigned to the Central Administration Building shall either be provided with free parking in an adjacent or nearby location or they shall be provided with a permit to park in the Municipal Garage subject to a monthly five dollar (\$5) co-pay by the employee.

**APPENDIX B
Salary Schedule for Coaches**

FALL	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
Assistant to the Director of Athletics	6,857	7,134	7,422
Supervisor of Middle School Sports	3,247	3,378	3,514
<u>Football</u>			
Head Coach	14,240	14,815	15,413
Assistant Coach (2)	6,408	6,667	6,937
JV Coach (2)	5,698	5,928	6,167
Freshman Coach (3)	4,986	5,187	5,397
<u>Soccer – Men</u>			
Head Coach	7,044	7,329	7,625
JV Coach	4,788	4,982	5,183
Freshman Coach	3,524	3,667	3,815
<u>Soccer – Women</u>			
Head Coach	7,044	7,329	7,625
JV Coach	4,788	4,982	5,183
Freshman Coach	3,524	3,667	3,815
<u>Golf</u>			
Head Coach	4,395	4,573	4,757
<u>Cross Country – Men</u>			
Head Coach	7,044	7,329	7,625
Assistant Coach	4,229	4,399	4,577
<u>Cross Country – Women</u>			
Head Coach	7,044	7,329	7,625
Assistant Coach	4,229	4,399	4,577
<u>Swimming – Women</u>			
Head Coach	7,061	7,346	7,643
Assistant Coach	4,236	4,407	4,585
Diving Coach	4,236	4,407	4,585
<u>Volleyball – Women</u>			
Head Coach	7,044	7,329	7,625
JV Coach	4,229	4,399	4,577
Freshman Coach	3,524	3,667	3,815

FALL	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
<u>Cheerleader – Fall</u>			
Head Coach	3,251	3,382	3,519
<u>Half-Time Dancing</u>			
Coaches (2)	1,472	1,532	1,594
<u>Flags</u>			
Coaches (2)	1,472	1,532	1,594
<u>Manager</u>			
Equipment	8,489	8,832	9,189
Faculty	6,500	6,763	7,036
<u>Field Hockey – Women</u>			
Head Coach	7,044	7,329	7,625
Assistant Coach	4,229	4,399	4,577
WINTER	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
Assistant to the Director of Athletics	6,857	7,134	7,422
Supervisor of Middle School Sports	3,247	3,378	3,514
<u>Hockey</u>			
Head Coach	9,060	9,426	9,806
Assistant Coach	5,437	5,657	5,885
JV Coach	4,531	4,714	4,904
<u>Wrestling</u>			
Head Coach	9,060	9,426	9,806
JV Coach	5,437	5,657	5,885
Freshman Coach	4,531	4,714	4,904
<u>Indoor Track – Men</u>			
Head Coach	7,061	7,346	7,643
Assistant Coach	4,236	4,407	4,585
<u>Indoor Track – Women</u>			
Head Coach	7,061	7,346	7,643
Assistant Coach	4,236	4,407	4,585

WINTER	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
<u>Swimming – Men</u>			
Head Coach	7,061	7,346	7,643
Assistant Coach	4,236	4,407	4,585
<u>Basketball – Men</u>			
Head Coach	9,060	9,426	9,806
JV Coach	5,437	5,657	5,885
Freshman Coach	4,531	4,714	4,904
<u>Basketball – Women</u>			
Head Coach	9,060	9,426	9,806
JV Coach	5,437	5,657	5,885
Freshman Coach	4,531	4,714	4,904
<u>Cheerleader – Winter</u>			
Head Coach	7,061	7,346	7,643
<u>Gymnastics</u>			
Head Coach	4,395	4,573	4,757
SPRING	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
Assistant to the Director of Athletics	6,857	7,134	7,422
Supervisor of Middle School Sports	3,247	3,378	3,514
<u>Baseball</u>			
Head Coach	7,061	7,346	7,643
JV Coach	4,236	4,407	4,585
Freshman Coach	3,841	3,996	4,158
<u>Softball</u>			
Head Coach	7,061	7,346	7,643
J.V. Coach	4,236	4,407	4,585
Freshman Coach	3,841	3,996	4,158
<u>Outdoor Track – Men</u>			
Head Coach	7,061	7,346	7,643
Assistant Coach (2)	4,236	4,407	4,585
<u>Outdoor Track – Women</u>			
Head Coach	7,061	7,346	7,643
Assistant Coach (2)	4,236	4,407	4,585

SPRING	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
<u>Tennis – Men</u>			
Head Coach	7,061	7,346	7,643
<u>Tennis – Women</u>			
Head Coach	7,061	7,346	7,643
<u>Volleyball – Men</u>			
Head Coach	7,044	7,329	7,625
JV Coach	4,229	4,399	4,577
MIDDLE SCHOOL*	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
<u>Soccer – Men</u>			
North Middle	2,717	2,827	2,941
South Middle	2,717	2,827	2,941
East Middle	2,717	2,827	2,941
West Middle	2,717	2,827	2,941
Davis School	2,717	2,827	2,941
Ashfield School	2,717	2,827	2,941
Plouffe Academy	2,717	2,827	2,941
<u>Soccer – Women</u>			
North Middle	2,717	2,827	2,941
South Middle	2,717	2,827	2,941
East Middle	2,717	2,827	2,941
West Middle	2,717	2,827	2,941
Davis School	2,717	2,827	2,941
Ashfield School	2,717	2,827	2,941
Plouffe Academy	2,717	2,827	2,941
<u>Basketball – Men</u>			
North Middle	2,717	2,827	2,941
South Middle	2,717	2,827	2,941
East Middle	2,717	2,827	2,941
West Middle	2,717	2,827	2,941
Davis School	2,717	2,827	2,941
Champion School	2,717	2,827	2,941
Ashfield School	2,717	2,827	2,941
Plouffe Academy	2,717	2,827	2,941

MIDDLE SCHOOL*	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
<u>Basketball – Women</u>			
North Middle	2,717	2,827	2,941
South Middle	2,717	2,827	2,941
East Middle	2,717	2,827	2,941
West Middle	2,717	2,827	2,941
Davis School	2,717	2,827	2,941
Ashfield School	2,717	2,827	2,941
Plouffe Academy	2,717	2,827	2,941
<u>Track and Field</u>			
North Middle	2,717	2,827	2,941
South Middle	2,717	2,827	2,941
East Middle	2,717	2,827	2,941
West Middle	2,717	2,827	2,941
Davis School	2,717	2,827	2,941
Ashfield School	2,717	2,827	2,941
Plouffe Academy	2,717	2,827	2,941
<u>Cross Country – M/W</u>			
North Middle	3,042	3,165	3,293
South Middle	3,042	3,165	3,293
East Middle	3,042	3,165	3,293
West Middle	3,042	3,165	3,293
Davis School	3,042	3,165	3,293
Ashfield School	3,042	3,165	3,293
Plouffe Academy	3,042	3,165	3,293
<u>Volleyball</u>			
North Middle	2,717	2,827	2,941
South Middle	2,717	2,827	2,941
East Middle	2,717	2,827	2,941
West Middle	2,717	2,827	2,941
Davis School	2,717	2,827	2,941
Ashfield School	2,717	2,827	2,941
Plouffe Academy	2,717	2,827	2,941

MIDDLE SCHOOL*	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
Baseball			
North Middle	2,717	2,827	2,941
South Middle	2,717	2,827	2,941
East Middle	2,717	2,827	2,941
West Middle	2,717	2,827	2,941
Davis School	2,717	2,827	2,941
Ashfield School	2,717	2,827	2,941
Plouffe Academy	2,717	2,827	2,941
Softball			
North Middle	2,717	2,827	2,941
South Middle	2,717	2,827	2,941
East Middle	2,717	2,827	2,941
West Middle	2,717	2,827	2,941
Davis School	2,717	2,827	2,941
Ashfield School	2,717	2,827	2,941
Plouffe Academy	2,717	2,827	2,941

*Middle School is applicable to all schools that include grade levels 6 – 8. As of the first day of this Contract (September 1, 2018), those schools include East, North, South and West Middle Schools, the Ashfield School, the Davis School and the Plouffe Academy.

**Acting pursuant to the Memorandum of Agreement dated September 14, 2015, all Middle School Sports Coaches Salaries have been reduced by \$300 from \$2,811 to \$2,511 effective as of September 1, 2015 as a result of the reduction in the length of the season with the exception of Cross Country.

APPENDIX C			
Salary Schedule for Extracurricular Activities			
SENIOR HIGH SCHOOL	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
ADVISORS			
Senior Class Advisor (2)	2,559	2,610	2,662
Junior Class Advisor (2)	1,767	1,802	1,839
Sophomore Class Advisor	1,328	1,354	1,381
Freshman Class Advisor	1,252	1,277	1,302
Academic Competition Advisor	1,767	1,802	1,839
Afro American Club	1,658	1,691	1,725
Afro American Literature Club	1,065	1,086	1,108
Alliance (Gay/Straight)	1,065	1,086	1,108
Amateur Radio Club	1,932	1,970	2,010
Amnesty International/Next Move	1,065	1,086	1,108
Animal Rights Club	1,065	1,086	1,108
Anime and Manga Club	1,065	1,086	1,108
Aquarium Club	1,252	1,277	1,302
Art Club	1,252	1,277	1,302
Asian Club	1,065	1,086	1,108
Band Director	7,150	7,293	7,439
Assistant Band Director	2,700	2,754	2,809
Book Club	1,065	1,086	1,108
Boxer Roundup	1,641	1,674	1,708
Cape Verdean Club	1,065	1,086	1,108
Chess Club	1,252	1,277	1,302
Choral Group (BHS Harmonics)	1,658	1,691	1,725
Coin Club	1,065	1,086	1,108
Computer Club	1,658	1,691	1,725
Conservative Club	1,065	1,086	1,108
Debating Club	1,286	1,312	1,338
Distributive Education Club (DECA)	2,486	2,535	2,586
Drama Director	10,852	11,069	11,291
Stage Technical Director	8,818	8,994	9,174
Stage Coordinator	8,818	8,994	9,174

SENIOR HIGH SCHOOL	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
Ecology (Hiking & Biology)	1,932	1,970	2,010
Fashion Club	1,065	1,086	1,108
Flying Careers Club	1,932	1,970	2,010
French Club	1,065	1,086	1,108
Future Nurses Club	1,065	1,086	1,108
Future Teachers of America Club (2)	1,065	1,086	1,108
Garden Club	1,065	1,086	1,108
German Club	1,065	1,086	1,108
Girls' Golf	1,065	1,086	1,108
Greek Club	1,065	1,086	1,108
Gymnastics Club	1,830	1,867	1,904
Haitian Club	1,641	1,674	1,708
Hebrew Club	1,065	1,086	1,108
Hip Hop Club	1,065	1,086	1,108
History Club	1,065	1,086	1,108
Honor Society Chairman	1,767	1,802	1,839
International Club	1,065	1,086	1,108
Jamaican Club	1,065	1,086	1,108
Jazz Choir Club	1,065	1,086	1,108
Jr. World Affairs Council	1,141	1,164	1,187
Key Club	2,465	2,514	2,564
Latin Club	1,065	1,086	1,108
Latin American Club	1,641	1,674	1,708
Literary Review	1,641	1,674	1,708
Majorettes	1,658	1,691	1,725
Marching Band Assistant	2,620	2,673	2,726
Math Club	1,286	1,312	1,338
Newspaper Editor	2,609	2,661	2,715
Newspaper Business Manager	1,807	1,843	1,880
Photography Club	1,252	1,277	1,302
Power Lifting Club	1,065	1,086	1,108
Red Cross Council	1,065	1,086	1,108
Rocket Club	1,252	1,277	1,302
Russian Club	1,065	1,086	1,108
Sailing Club	2,486	2,535	2,586

SENIOR HIGH SCHOOL	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
School Bank	2,177	2,220	2,265
Science Club	1,065	1,086	1,108
Science Fiction Club	1,065	1,086	1,108
Scuba Diving Club	2,486	2,535	2,586
Ski Club (3)	2,486	2,535	2,586
Skills USA Club	1,252	1,277	1,302
Stage Band (Jazz)	4,289	4,375	4,462
Step Club	1,065	1,086	1,108
Student Council Advisor(all schools)	2,131	2,174	2,217
TV and Radio Club	1,932	1,970	2,010
Asst. TV and Radio Club	1,658	1,691	1,725
Video Yearbook Club	1,658	1,691	1,725
Vision Club	1,065	1,086	1,108
West Indian Club	1,065	1,086	1,108
Writing Club	1,065	1,086	1,108
Yearbook	4,715	4,810	4,906
Assistant Yearbook	2,359	2,406	2,454
Young Democrats Club	1,065	1,086	1,108
4H Club	1,065	1,086	1,108
MIDDLE SCHOOL	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
American Sign Language	1,065	1,086	1,108
Art Club	1,065	1,086	1,108
Band	1,932	1,970	2,010
Cheerleaders	1,384	1,412	1,440
Choral Group Middle School	1,561	1,592	1,624
Dramatics	1,252	1,277	1,302
Drama Club	1,252	1,277	1,302
Empowering Ourselves (for Girls)	1,065	1,086	1,108
Girl Coding Club	1,065	1,086	1,108
Jazz Band	1,932	1,970	2,010
Jazz Choir (South Middle School)	1,470	1,500	1,530
Mindfulness and Yoga	1,065	1,086	1,108

MIDDLE SCHOOL	9/1/2018	9/1/2019	9/1/2020
	2%	2%	2%
Mindfulness	1,065	1,086	1,108
Mural Art Club	1,065	1,086	1,108
Newspaper (School)	1,065	1,086	1,108
Sketching Wildlife and Nature	1,065	1,086	1,108
Stockroom	1,252	1,277	1,302
Student Council	1,065	1,086	1,108
Student Government (Champion)	1,065	1,086	1,108
Workshop Band	1,065	1,086	1,108
Yearbook	1,658	1,691	1,725
Yearbook (Champion)	1,658	1,691	1,725

¹ Any extracurricular activities approved by the School Committee for the first time after September 1, 2005, shall be separately funded at a level to be determined by the Extracurricular Activities Evaluation Committee employing the criteria listed in the document entitled, "Extracurricular Evaluation." The Extracurricular Activities Evaluation Committee shall consist of two (2) members appointed by the Committee and two members appointed by the Association and shall continue not only for the purpose of evaluating the proper placement of new extracurricular activities on the schedule, but also for the purpose of considering the reclassification of existing positions which undergo some change in the future upon the request of the teacher or administrator involved in the particular activity.

*Middle School is applicable to all schools that include grade levels 6 – 8. As of the first day of this Contract (September 1, 2018), those schools include East, North, South and West Middle Schools, the Ashfield School, the Davis School and the Plouffe Academy.

**APPENDIX D
Ratio Schedule**

<u>POSITION</u>	<u>RATIO</u>	<u>WORK YEAR</u>
Deans	1.50	11
Associate Principals	1.30**	11*
Assistant Principals	1.25	10 mo. 2 wk.
Assistant Deans	1.25	10 mo. 2 wk.
<u>DIRECTORS</u>		
Art K-12	1.40	11
Athletics 9 – 12	1.50	12
Bilingual & ESL Services	1.50	12
Community Schools + Afterschool Programs	1.50	12
Data Processing	1.50	12
Food Service	1.40	11
Guidance	1.40	11
Instructional Technology	1.50	12
K – 12 Health Education and Medical Services	1.50	215 days
Music K – 12	1.40	11
Parent Info Center	1.50	12
Occupational Education	1.40	11
Reading/ELA/Social St/Writing	1.40	11
Special Education	1.50	12
Assistant Director of Special Education	1.35	11 mo. 2 wk.
IRC	1.40	11
Wellness (K-12)	1.40	11
Physical Education (K-12)	1.40	11
<u>COORDINATORS</u>		
Adult Education/Neighborhood Schools	1.30	11
Adult Learning Center	1.30	11
Alternative Programs	1.30	11
Athletics 7 – 12	1.30	11
Bilingual K – 12	1.30	11
Title 1	1.40	12
Community Schools & After School	1.50	12
Early Childhood Pre-K	1.30	11
ELA, Reading/History/Social Studies Pre-K–5	1.30	11
ELA, History/Social Studies 6 – 12 6 – 8	1.30	11
Foreign Language BHS & Middle Schools	1.30	11

<u>POSITION</u>	<u>RATIO</u>	<u>WORK YEAR</u>
<u>COORDINATORS</u>		
Guidance (6-12)	1.40	12
Health Services	1.30	11
I.R.C. K – 12	1.30	11
Math K – 8/Computer Literacy K – 8	1.30	11
Math and Science 6 – 12 6 – 8	1.30	11
Math and Science K – 5	1.30	11
Outside Placement	1.30	11
Physical Education 9 – 12	1.30	11
Reading/Language Arts K – 6	1.30	11
Reading Language Arts Grades 7 – 8	1.30	11
Reading Language Arts/Social Studies 6 – 8	1.30	11
School Adjustment/Psychology (Pre-K-12)	1.30	11
Special Education Compliance	1.30	11
Special Extra Programs	1.30	11
Special Projects	1.30	11
Writing K – 8	1.30	11
21 st Century Pathways Coordinator	1.40	12
Coordinator of Extended Day Programs	1.40	12
Vocational and Career Education (6-12)	1.30	11*
<u>DEPARTMENT HEADS</u>		
30 and over	1.25	11
10 to 29	1.20	11
0 to 9	1.15	10 mo. 2 wk.
Administrative	1.25	12
Alternative Schools	1.15	10 mo. 2 wk.
Title I – Primary K – 4	1.15	10 mo. 2 wk.
Title I – Intermediate 5 – 12	1.15	10 mo. 2 wk.
Chapter 636/Multi-Cultural Education	1.15	10 mo. 2 wk.
Early Childhood	1.30	11
Elementary Education Pre K – 5	1.10	10 mo. 1 wk.
English Language Arts 6 – 8	1.25	11
IB Department Head	1.30	11
Health K – 6	1.20	11
Math Pre K – 8	1.10	10 mo. 1 wk.
Reading 7 – 12	1.15	10 mo. 2 wk.
Social Science/Science/Health K-6	1.20	11
Special Education Department Head Pre K–6	1.25	11
Special Education Department Head for Middle Schools	1.20	11
Special Education – Early Childhood, Related Services and Accommodation Plans	1.25	11

<u>POSITION</u>	<u>RATIO</u>	<u>WORK YEAR</u>
<u>DEPARTMENT HEADS</u>		
Therapeutic Services	1.25	11
Title VII K – 12	1.15	10 mo. 2 wk.
Wellness K – 8	1.20	11
Wellness 9 – 12	1.20	11
<u>OTHER POSITIONS ON RATIO SCHEDULE</u>		
School Psychologist	1.10	10 mo. 1 wk.
Teen Grads Program	1.15	10 mo. 2 wk.
Team Facilitators	1.10	10 mo. 1 wk.
Lead Teacher Champion School	1.15	11
City-Wide Language Assessment and Monitor Specialist	1.15	10 mo. 2 wk.
Specialist for Parental Involvement	1.15	10 mo. 2 wk.
Supervisor of Nurses	1.25	11
Extended Learning Time Facilitator	1.10	10 mo. 1 wk.
East Middle School Redesign Visual and Performing Arts Facilitator	1.10	10 mo. 1 wk.
ESHS Grant/Computer Nurse	1.10	10 mo. 1 wk.

*Positions with a single asterisk have a work year of 11 months consisting of the school year, two (2) weeks before the school year, the one (1) week following the school year and five (5) additional days during the summer vacation scheduled by agreement between the Administrator and his/her Supervisor.

**The Ratio for the Associate Principals shall be 1.30. Any Associate Principal whose base salary currently exceeds the 1.30 Ratio shall be red circled at that higher base salary until such time as the 1.30 Ratio exceeds the current base salary.

Off Schedule Positions

Position	7/1/18 (\$380)	1/1/20 (\$2,300)	1/1/21 (\$2,400)
Student Information Management Specialist (12 month work year)	\$99,361	\$101,661	\$104,061

The foregoing salary amounts have been calculated by applying the salary increases that were agreed upon in the negotiations for this Agreement.

APPENDIX E
Differential Schedule

<u>POSITION</u>	<u>DIFFERENTIAL</u>	<u>WORK YEAR</u>
Adaptive Physical Education Teacher	1,000	10
Adjustment Counselor	750	10
Adult Education/Enrichment and Recreation Supervisor	8,000	11
Auxiliary Teacher – Ithaca Alternative School	3,000	10
Barrett Russell Auxiliary Teacher	3,000	10
Bilingual Department Head (K-8) ^^	4,270	11
City Wide Language Assessment and Monitor Specialist ^^	4,060	11
Educator Evaluation Head Teacher	1,500	10
Educator Evaluation Specialists	6,000	10
Elementary Inclusion Teacher^	500	10
Elementary Technology Teacher	2,000	10
Family Engagement Liaison	2,000	10
Gilmore ELT Enrichment Supervisor	8,000	10
Guidance	750	10
Half-Time Neighborhood School Supervisor	4,500	11
Head Guidance Counselor Middle School* ** ****	2,000	10 mo. 1 wk.
Head Guidance Counselor H.S.****	500	10 mo. 1 wk.
Head Teachers	500	10
Home Teachers	500	10
House Manager – Brockton Community Schools Basketball***	3,500	
IB Programme Specialist	6,000	10
Instructional Leadership Coaches – Literacy or STEM*	2,000	10 mo. 5 days
Instructional Technology Specialist*	2,000	10 mo. 5 days
Instructional Technology Coordinator	2,500	10
I.R.C. Personnel	500	10

^The position of Elementary Inclusion Teacher shall receive a differential of \$500 provided that the position requires dual certification and that the teacher who occupies that position is actually dual certified.

^^The Differentials for the Bilingual Department Head and City Wide Language Assessment and Monitor Specialist are subject to the terms of the Memorandum of Agreement dated August 22, 2019.

POSITION	DIFFERENTIAL	WORK YEAR
Liaison to the Coordinator of Vocational and Career Education (6-12)	6,000	10
Mentor Teacher	1,500	10
Mentor Teacher Program Manager	2,200	10
Middle Years Program Manager Gilmore	5,000	10
National Board for Professional Teaching Standards Certified Teacher	2,000	10
Occupational Therapist	1,000	10
Phoenix Teacher	500	10
Physical Therapist	1,000	10
School Nurse	1,750	10
Special Class Teachers	500	10
Special Education Technology Specialist*	2,000	10 mo. 5 days
Speech Therapist	1,500	10
Supervisor of Brockton Community Schools Basketball	5,500	
Assistant Supervisor of Brockton Community Schools Basketball	1,000	
Supplies Coordinator – B.H.S.	2,500	10
A.V. Coordinators		
Rooms 4 to 9	350	10
Rooms 10 to 24	500	10
Rooms 25 and over	700	10
Floor Teachers – B.H.S.^^^	\$7,250 (9/1/18) \$7,270 (9/1/19)	10, 2/3 load
Data Processing Assistant	7,000	12
T.V. Studio – B.H.S.	500	10
Planetarium – B.H.S.	800	10
Community School Specialist – Basic Program	4,000	6 hrs. per wk.
Part – time Community School Supervisor	4,500	32 wks.
Summer School		
Housemaster	7,000	
Assistant Housemaster	4,500	
Director – Data Processing (Municipal data processing work)	3,000	12
Pre-School and Elem. Programs Supervisor	5,000	
Multi-Cultural Spec.	2,000	10 mo. 2 wks.
Registrar	2,000	11
Get Ready Supervisor	5,000	
Act I, Scene I Supervisor	4,500	
Intramural Advisor*****	350	8 weeks
Webmaster*	2,000	10 mo. 5 days
Summer Aquatics Supervisor	5,000	

^^^The Floor Teacher Differential is subject to the terms of the Memorandum of Agreement dated August 22, 2019.

*All positions with a work year of 10 months and 5 days receive their applicable differential plus five days per diem pay.

**The Middle School Head Guidance Counselors include those who are assigned to schools in the Brockton Public Schools that cover grade levels 6 – 8. As of the first day of this Contract (September 1, 2018), those schools include East, North, South and West Middle Schools, the Ashfield School, the Davis School and the Plouffe Academy.

***The House Manager – Community Schools Basketball is compensated \$3,500 for up to 100 hours of work between the months of October and March. Additional hours shall be compensated at the Administrative Hourly Rate with prior supervisory approval.

****The Head Guidance Counselors may work up to an additional thirty (30) hours during the summer months to complete their job responsibilities for which they will be compensated at the Administrative Hourly Rate for each hour worked. These additional hours of work shall require the approval of the applicable building Principal, which approval shall not be unreasonably withheld.

***** (appropriate adjustment upward & downward for longer and shorter seasons) at the rate of:

	9/1/2018 (2%)	9/1/2019 (2%)	9/1/2020 (2%)
Hourly	36.13	36.85	37.59
Weekly	180.70	184.31	188.00
Seasonal	1,445.63	1,474.54	1,504.03

APPENDIX F
Administrators' School Year and Summer Work Schedule

During the school year, the work schedule for administrators
on ratio shall be as follows:

<u>POSITION</u>	<u>HOURS</u>	<u>LUNCH</u>
<u>DIRECTORS</u>		
Data Processing	8:00 a.m. – 4:00 p.m.	½ hour
Guidance	8:00 a.m. – 4:00 p.m.	½ hour
IRC	8:00 a.m. – 4:00 p.m.	½ hour
Occupational Education	8:00 a.m. – 4:00 p.m.	½ hour
Special Education	8:00 a.m. – 4:30 p.m.	1 hour
<u>COORDINATORS</u>		
Adult Ed/Neighborhood Schools	8:00 a.m. – 4:00 p.m.	½ hour
Title I	8:00 a.m. – 4:00 p.m.	½ hour
Physical Education K – 12	8:00 a.m. – 4:00 p.m.	½ hour
<u>LEVEL ONE</u>		
	7:05 a.m. – 2:50 p.m.	½ hour
<u>LEVEL TWO</u>		
	7:45 a.m. – 3:30 p.m.	½ hour
<u>LEVEL THREE</u>		
	8:25 a.m. – 3:55 p.m.	½ hour
<u>DEPARTMENT HEADS – CITY WIDE</u>		
Adult Learning Center	8:15 a.m. – 3:45 p.m.	½ hour
Art K – 12	8:15 a.m. – 3:45 p.m.	½ hour
Bilingual K – 12	8:15 a.m. – 3:45 p.m.	½ hour
Title I – Primary K – 4	8:15 a.m. – 3:45 p.m.	½ hour
Title I – Intermediate 5 – 12	8:15 a.m. – 3:45 p.m.	½ hour
Chapter 636 Multi-Cultural Ed.	8:15 a.m. – 3:45 p.m.	½ hour
Health 7 – 12	8:15 a.m. – 3:45 p.m.	½ hour
Math K – 6/Comp. Literacy K – 8	8:15 a.m. – 3:45 p.m.	½ hour
Music K – 12	8:15 a.m. – 3:45 p.m.	½ hour
Reading/Language Arts K – 6	8:15 a.m. – 3:45 p.m.	½ hour
Special Education Pre – K – 8	8:15 a.m. – 3:45 p.m.	½ hour
Title VII K – 12	8:15 a.m. – 3:45 p.m.	½ hour
<u>ASSOCIATE PRINCIPALS</u>		
	8 hours*	½ hour

During the summer months, the workday for all administrators shall be from 8:00 a.m. to 3:00 p.m. with one (1) hour for lunch.

*Associate Principals shall have a work day of eight (8) hours. The eight (8) hours shall consist of the Teacher work day at the applicable school plus an equal amount of time before and after the Teacher work day to reach eight (8) hours.

Any deviations from the foregoing school year or summer work schedules for administrators must be approved by the Superintendent or his designee.

APPENDIX G



Brockton Public Schools

2019-2020 Academic Calendar

Teachers Report	Tuesday	September 3, 2019
First Day of School for Students	Wednesday	September 4, 2019
First Day of PreK & Kindergarten	Monday	September 16, 2019

Schools are closed on the following HOLIDAYS and VACATION PERIODS

LABOR DAY	Monday	September 2, 2019
COLUMBUS DAY	Monday	October 14, 2019
ELECTION DAY*	Tuesday	November 5, 2019
VETERANS' DAY	Monday	November 11, 2019
THANKSGIVING RECESS	Wednesday-Friday	November 27-29, 2019
CHRISTMAS RECESS	Monday- Wednesday	December 23, 2019- January 1, 2020
MARTIN LUTHER KING JR. DAY	Monday	January 20, 2020
WINTER RECESS	Monday-Friday	February 17-21, 2020
SPRING RECESS	Monday-Friday	April 20-24, 2020
MEMORIAL DAY	Monday	May 25, 2020
BHS GRADUATION EXERCISES	Saturday	June 6, 2020
LAST DAY OF SCHOOL*	Wednesday	June 24, 2020

***This calendar complies with student learning time regulations 603 CMR 27.00 by scheduling 185 school days for all students. If there are no school cancellations, the 185 scheduled days will be adjusted to 180 school days and the last day of school will be June 17, 2020.**

Approved by the Brockton School Committee on March 5, 2019

**APPENDIX H
CITY OF BROCKTON BENEFIT COMPARISON**

BENEFIT	MASTER MEDICAL	BLUE CARE ELECT PREFERRED	
		IN-NETWORK	OUT-OF-NETWORK
Deductible	\$50 per member/\$100 per family per calendar year for services with 20% coinsurance	None	\$250 per member \$500 per family
Calendar Year Coinsurance Maximum	None	None	\$1,000 per member \$2,000 per family
Lifetime Benefit Maximum	\$2,000,000 per member	None	None
INPATIENT	YOU PAY	YOU PAY	YOU PAY
General Hospital (semi-private room and board and special services)	Nothing	Nothing	20% coinsurance* Nothing (no deductible) for emergency/accident admissions
Physician Services	Nothing	Nothing	20% coinsurance* Nothing (no deductible) for emergency/accident admissions
Skilled Nursing Facility	Nothing	Nothing	20% coinsurance* to 100 days per calendar year benefit maximum combined with in-network days
Rehabilitation Hospital	Nothing	Nothing	20% coinsurance* to 60 days per calendar year benefit maximum combined with in-network days
OUTPATIENT HOSPITAL	YOU PAY	YOU PAY	YOU PAY
Emergency Room Visits for Emergency or Accident Care	Nothing	\$50 per visit	\$50 per visit
Emergency Room Visits for Medical Care	Nothing	\$50 per visit	\$50 per visit

**APPENDIX H
CITY OF BROCKTON BENEFIT COMPARISON**

BENEFIT	MASTER MEDICAL	BLUE CARE ELECT PREFERRED	
		IN-NETWORK	OUT-OF-NETWORK
OUTPATIENT HOSPITAL	YOU PAY	YOU PAY	YOU PAY
Surgery	Nothing	Nothing	20% coinsurance*
Radiation and Chemotherapy	Nothing	Nothing	20% coinsurance*
Diagnostic x-ray and lab	Nothing	Nothing	20% coinsurance*
Hemodialysis	Nothing	Nothing	20% coinsurance*
Physical Therapy	Nothing	\$10 per visit	20% coinsurance*
PHYSICIAN'S OFFICE	YOU PAY	YOU PAY	YOU PAY
Medical Care	20% coinsurance*	\$10 per visit	\$20% coinsurance*
Well Child Care	20% coinsurance* -6 visits 1 st year -3 visits 2 nd year -1 visit/year age 2 – 5	\$10 per visit -10 visits 1 st year -3 visits 2 nd year -1 visit/year age 2 – 11 -1 visit/2 years age 12 – 18 (In and out-of-network combined)	20% coinsurance* -10 visits 1 st year -3 visits 2 nd year -1 visit/year age 2 – 11 -1 visit/2 years age 12 – 18 (In and out-of-network combined)
Routine GYN Exam	All charges	\$10 per visit (1 visit per calendar year in and out-of-network combined)	20% coinsurance* (1 visit per calendar year in and out-of-network combined)
Routine Vision Exam	All charges	\$10 per visit (1 visit per 24 months in and out-of-network combined)	20% coinsurance* (1 visit per 24 months in and out-of-network combined)

**APPENDIX H
CITY OF BROCKTON BENEFIT COMPARISON**

BENEFIT	MASTER MEDICAL	BLUE CARE ELECT PREFERRED	
		IN-NETWORK	OUT-OF-NETWORK
PHYSICIAN'S OFFICE	YOU PAY	YOU PAY	YOU PAY
Adult Routine Physicals	All charges	\$10 per visit -1 visit/5 years age 19-29 -1 visit/3 years age 30-39 -1 visit/2 years age 40-54 -1 visit/year age 55+ (In and out-of-network combined)	20% coinsurance* -1 visit/5 years age 19-29 -1 visit/3 years age 30-39 -1 visit/2 years age 40-54 -1 visit/year age 55+ (In and out-of-network combined)
MENTAL HEALTH	YOU PAY	YOU PAY	YOU PAY
BIOLOGICALLY-BASED CONDITIONS+			
- Inpatient admissions in a general or mental hospital	Nothing	Nothing	20% coinsurance*
- Outpatient visits	Nothing	\$10 per visit	20% coinsurance*
NON-BIOLOGICALLY-BASED MENTAL CONDITIONS (includes drug addiction and alcoholism)			
- Inpatient admissions in a general hospital	Nothing	Nothing	20% coinsurance*
- Inpatient admissions in a mental hospital or substance abuse treatment facility (up to 60 days per calendar year)	Nothing	Nothing (60 day per calendar year benefit maximum in and out-of-network combined)	20% coinsurance* (60 day per calendar year benefit maximum in and out-of-network combined)
Outpatient visits (up to 24 visits per calendar year)	Nothing	\$10 per visit (24 visit per calendar year benefit maximum in and out-of-network combined)	20% coinsurance* (24 day per calendar year benefit maximum in and out-of-network combined)

**APPENDIX H
CITY OF BROCKTON BENEFIT COMPARISON**

BENEFIT	MASTER MEDICAL	BLUE CARE ELECT PREFERRED	
		IN-NETWORK	OUT-OF-NETWORK
MENTAL HEALTH	YOU PAY	YOU PAY	YOU PAY
ALCOHOLISM TREATMENT (IN ADDITION TO NON-BIOLOGICALLY BASED MENTAL CONDITIONS)			
-Inpatient admissions in a general hospital	Nothing	Nothing	20% coinsurance*
Inpatient admissions in a substance abuse treatment facility (up to 30 days per calendar year)	Nothing	Nothing (30-day per calendar year benefit maximum in and out-of-network combined)	20% coinsurance* (30-day per calendar year benefit maximum in and out-of-network combined)
Outpatient visits ++ (up to 8 visits per calendar year)	Nothing	Nothing (8-visit per calendar year benefit maximum in and out-of-network combined)	20% coinsurance* (8-visit per calendar year benefit maximum in and out-of-network combined)
OTHER OUTPATIENT	YOU PAY	YOU PAY	YOU PAY
Visiting Nurse Home Health Care	Nothing	Nothing	20% coinsurance*
Prosthetic Devices	20% coinsurance*	Nothing	20% coinsurance*
Durable Medical Equipment	20% coinsurance*	Nothing to \$1,500 per calendar year benefit maximum combined with out-of-network maximum	20% coinsurance* to \$1,500 per calendar year benefit maximum combined with in-network maximum
Ambulance	20% coinsurance*	Nothing	Nothing for accident or emergency; 20% coinsurance* other medically necessary transport

**APPENDIX H
CITY OF BROCKTON BENEFIT COMPARISON**

BENEFIT	MASTER MEDICAL	BLUE CARE ELECT PREFERRED	
		IN-NETWORK	OUT-OF-NETWORK
OTHER OUTPATIENT	YOU PAY	YOU PAY	YOU PAY
Routine Pediatric Dental (through age 11)	All charges	All charges	All charges
Chiropractor Visits	20% coinsurance*	\$10 per visit	20% coinsurance*
Removal of Impacted Teeth	All charges	All charges	All charges
Prescription Drugs	<p>At designated retail pharmacies: 80% coverage for drugs purchased. When your 20% coinsurance equals \$200, benefits will be provided at 100% of allowed charge for the rest of that calendar year.</p> <p>Through Optional Mail Service Drug Program Up to a 90 day supply: \$5 for each generic prescription or refill \$10 for each brand-name prescription or refill</p>	<p>\$5 for Tier 1 \$10 for Tier 2 \$25 for Tier 3 (includes birth control) to 30-day supply retail pharmacy or 90-day supply mail service</p>	Same as in-network at retail pharmacies outside of Massachusetts

+Treatment for rape-related mental or emotional disorders and treatment for children under age 19 is covered to the same extent as biologically-based conditions.

++The value of these visits is at least \$500 in each calendar year.

*After deductible.

These pages summarize benefits of the plan(s). The Subscriber Certificate(s) and applicable riders define the terms and conditions of these benefits in greater detail. Should any questions arise, the certificate(s) and riders will govern.

**APPENDIX I
BPS THREE-TIERED BUSING SYSTEM**

LEVEL I

Brockton High School

LEVEL II

Ashfield MS
North MS
Plouffe MS
South MS
East MS
West MS

LEVEL III

Angelo
Arnone
Baker
Brookfield
Downey
George
Hancock
Kennedy

Buses

Begin: 6:50 a.m.
Return: 2:08 p.m.

Buses

Begin: 7:45 – 7:50 a.m.
Return: 2:35 p.m.

Buses

Begin: 8:45-8:50 a.m.
Return: 3:15 p.m.

BHS Teachers

Begin: 7:10 a.m.
End: 2:23 p.m.

Teachers

Begin: 7:50 a.m.
End: 3:02 p.m.

Teachers

Begin: 8:45 a.m.
End: 3:30 p.m.

BHS Students

Begin: 7:20 a.m.
End: 1:59 p.m.

Students

Begin: 8:05 a.m.
End: 2:35 p.m.

Students

Begin: 9:00 a.m.
End: 3:15 p.m.

Davis (K-8)	Bus Arrival	8:00 a.m.	Return 2:30 p.m.
	Teachers	8:00 a.m. –	2:45 p.m.
	Students	8:20 a.m. –	2:30 p.m.

Raymond (K-5)	Bus Arrival	8:00 a.m.	Return 2:30 p.m.
	Teachers	8:00 a.m. –	2:45 p.m.
	Students	8:20 a.m. –	2:30 p.m.

Gilmore (K-5)	Bus Arrival	7:30 a.m.	Return 3:25 p.m.
	Teachers	7:35 a.m. –	3:30 p.m.
	Students	7:35 a.m. –	3:30 p.m.

Barrett-Russell	Van Transportation		
	Teachers	8:00 a.m. –	2:45 p.m.
	Students Session 1	8:10 a.m. –	10:40 a.m.
	Students Session 2	12:00 p.m. –	2:20 p.m.

Champion High School and Frederick Douglass Academy (Keith Center)	Van Transportation		
	Teachers	7:50 a.m. –	3:00 p.m.
	Students	8:00 a.m. –	2:35 p.m.

**APPENDIX J
EXPANDED LEARNING TIME**

**SIDE LETTER OF AGREEMENT
BETWEEN
THE BROCKTON SCHOOL COMMITTEE
AND
THE BROCKTON EDUCATION ASSOCIATION**

This **SIDE LETTER OF AGREEMENT** is entered into by and between the Brockton School Committee (hereinafter the "Committee") and the Brockton Education Association (hereinafter the "Association").

WHEREAS, the Committee and the Association have entered into a collective bargaining agreement for the period September 1, 2005 through and including August 31, 2008; and

WHEREAS, two schools have applied for a "School Redesign: Expanded Learning Time School Grant" from the Massachusetts Department of Education; and

WHEREAS, the Committee and the Association have, pursuant to Massachusetts General Laws, Chapter 150E, negotiated over the implementation of the expanded learning time (ELT);

NOW, THEREFORE, in consideration of mutual covenants and promises, the parties agree as follows:

1. The terms and conditions set forth in the Collective Bargaining Agreement for the period September 1, 2005 through and including August 31, 2008, shall continue in full force and effect, except as modified by this **SIDE LETTER OF AGREEMENT**.
2. **Pilot Program**
Any ELT program that is implemented in the 2008-2009 school year shall be a one year pilot program.
3. **Termination of Agreement**
In the event that the funding for the ELT grant is reduced or eliminated, the ELT schedule will be eliminated on the day (even if it occurs during the school year) that the funding is no longer available. If this occurs, the schools will revert back to the schedule that was in effect prior to the implementation of the ELT program (subject to any agreements reached as a result of negotiations for a successor collective bargaining agreement).

4. **Posting Procedures and Selection Process for ELT Positions**

A. Internal Posting: On or before Wednesday, May 28, 2008 the administration will post the expanded learning time positions by means of a notice on the ELT school's Association bulletin board. Additionally, on that same date, the posting will be e-mailed to every teacher who is assigned to the ELT school. The posting will include the compensation, duties and responsibilities of the position, the closing date for applications and specific ELT schedules for both classroom teachers and specialists. (See samples attached).

Teachers will have fourteen (14) calendar days from the date of the posting to apply for the ELT positions.

If the number of applicants for ELT positions exceeds the available slots, then the positions shall be awarded on the basis of seniority within the system.

Teachers who have been chosen for the ELT positions shall be notified no later than Friday, June 13, 2008.

B. External Posting: If there are not enough internal candidates to fill the ELT positions, then the positions shall be posted system-wide in accordance with Article XI (Transfers) on June 14, 2008. In order to facilitate transfers to the ELT school, the parties agree to extend the April 1 deadline for submitting a written request for a voluntary transfer to June 28, 2008.

5. **Opting Out**

A teacher who does not wish to participate in the ELT program shall have the opportunity to opt out of the school. Any teacher who elects to opt-out shall be considered an involuntary transfer.

If there are not enough teachers who choose to opt out of the ELT school and if more slots are needed to accommodate the incoming teachers, then the non-ELT teacher(s) with the least building seniority will be transferred out of the building.

6. **Compensation**

Teachers whose length of day or school year is increased as a result of ELT will receive a pay increase proportional to the increased work time. The salary for the ELT will be set forth as a separate Appendix A¹, Teachers Salary Schedule.

¹ Expanded Learning Time.

7. **Preparation Time**
Teachers whose length of day or school year is increased as a result of ELT will receive an increase in preparation time proportional to the increased work time.
8. **Disputes or Issues Relating to the Performance of this Agreement**
Both the Committee and the Association agree that their respective representatives (the Executive Director of Human Resources and the BEA President) will meet with each other at reasonable times upon the request of either party for the purpose of attempting in good faith to resolve any and all disputes or issues that may arise pertaining to the performance of this Agreement prior to filing a grievance.
9. This **Side Letter of Agreement** shall be included in the printing of the new contract as Appendix I.
10. This **Side Letter of Agreement** is subject to ratification by the Brockton School Committee and the membership of the Brockton Education Association.
11. No school will become an ELT school unless two-thirds (2/3) of the teachers assigned to that school vote that the school should become an ELT school. The vote will be by secret ballot conducted by the BEA. For the purpose of voting only, a teacher is considered to be "assigned" to the ELT School if s/he receives a paycheck at that school.

WHEREFORE, the Committee and the Association have caused this **SIDE LETTER OF AGREEMENT** to be executed by their duly-authorized representatives this 30th day of November, 2007.

s/Kathleen A. Sirois

By its Agent
for the
Brockton School Committee

s/Timothy D. Sullivan

By its President
for the
Brockton Education Association

Signed in the City of Brockton on this ___ day of September, 2019.

BROCKTON SCHOOL COMMITTEE

**BROCKTON EDUCATION
ASSOCIATION**

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