

MEMORANDUM OF AGREEMENT

BETWEEN

THE BROOKLINE SCHOOL COMMITTEE

AND

THE BROOKLINE EDUCATORS UNION - Unit A

1-Year Contract (September 1, 2015 – August 31, 2016)

September 21, 2016

The Brookline School Committee (“Committee”) and the Brookline Educators Union – Unit A (“Union”), collectively referred to as the “Parties”, agree to extend their 2014-2015 collective bargaining agreement (“CBA”) through August 31, 2016 except as modified by this Memorandum of Agreement. The Parties agree to the following modifications:

1. Article 13 Duration (September 1, 2015- August 31, 2016)
 - A. Replace “2014” with “2015” and replace “2015” with “2016” in the first sentence.
 - B. Amend the second sentence to reflect the dates that the Union ratified and the Committee approved this MOA.

2. Appendix A.1 Teacher Salary Schedules

Amend the Teacher Salary Schedule in Appendix A.1 as follows:

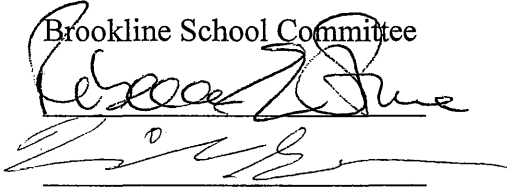
<u>Effective Date</u>	<u>Increase</u>
September 1, 2015	\$785.00 added to all steps

3. Article 3.6A.v
Amend subsection v. of Article 3.6A by replacing “ten (10)” with “fifteen (15)”
4. Housekeeping
 - A. Article 3.3 (ELBO) – Delete the section title and replace the language in Article 3.3 with the following “This Section 3.3 is intentionally left blank.”
 - B. Delete typographical error – reference to subsection “vii” in Article 3.6B vi (p. 5).
 - C. Article 4.3Ai: (p. 15)
Add “with the exception of Z Block which shall begin no earlier than 7:30 a.m.” to the end of the second sentence.
 - D. Article 6.2 I. (p. 38)
Amend Article 6.2 I by replacing “April 15” with “May 1” in the first sentence.

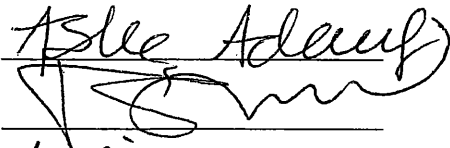
This Memorandum of Agreement is subject to ratification by the Union membership and approval by the School Committee.


Agreed to on this 21st day of September 2016 by the negotiating teams for:

Brookline School Committee



Brookline Educators Union – Unit A





MEMORANDUM OF AGREEMENT

BETWEEN

THE BROOKLINE SCHOOL COMMITTEE

AND

THE BROOKLINE EDUCATORS UNION - Unit A

3-Year Contract (September 1, 2016 – August 31, 2019)

September 21, 2016

The Brookline School Committee (“Committee”) and the Brookline Educators Union – Unit A (“Union”), collectively referred to as the “Parties”, agree to extend their 2015-2016 collective bargaining agreement (“CBA”) through August 31, 2019 except as modified by this Memorandum of Agreement. The Parties agree to the following modifications:

1. Article 13 Duration (September 1, 2016- August 31, 2019)
 - A. Replace “2015” with “2016” and replace “2016” with “2019” in the first sentence.
 - B. Amend the second sentence to reflect the dates that the Union ratified and the Committee approved this MOA.
2. Appendix A.1 Teacher Salary Schedules
 - A. Amend the Teacher Salary Schedule in Appendix A.1 as follows:

<u>Effective Date</u>	<u>Increase</u>
September 1, 2016	\$1,600.00 added to all steps.
September 1, 2017	2% added to all steps.
September 1, 2018	1% added to all steps.
92 nd work day in 2018-19 work year	2% added to all steps.

- B. Appendix B.7
Effective September 1, 2016; amend the Participant and Leader rates in the table as follows:

	<u>Effective Date</u>	<u>Amount</u>
For Participants	September 1, 2016	\$33.00
For Leaders	September 1, 2016	\$38.50

3. Article 4.3.A vi and vii
 - A. In subsection vi of Article 4.3A (Pre-Kindergarten), replace “Four continuous hours of that time will be with students” with “Four and one quarter continuous hours of that time will be with students”.

- B. In subsection vii of Article 4.3A (Pre-School), replace “Three continuous hours of that time will be with students” with “Three and one quarter continuous hours of that time will be with students”.

4. Article 4.3 I

Effective with the start of the 2018-19 school year:

- (i) Add the following to the end of the first sentence: “of at least forty (40) minutes in length”; and
- (ii) Delete the second sentence.

5. Article 4.1

Effective September 1, 2016, amend Article 4.1 by adding the following new sections F and G:

4.1F To the extent that a nurse’s assignment or duties may require, a nurse may work beyond the number of days specified for teachers in Article 4.1, up to a maximum of six (6) additional days as approved by the Superintendent or Deputy Superintendent for Student Services.

4.1G To the extent that an ETF’s assignment or duties may require, an ETF may work beyond the number of days specified for teachers in Article 4.1, up to a maximum of eight (8) additional days as approved by the Superintendent or Deputy Superintendent for Student Services.

6. Article 8.4 (new)

Add the following new section 8.4:

There shall be a committee established commencing in the 2016-2017 work year through August 31, 2019. The committee shall consist of eight educators, four of whom are appointed by the Superintendent and four of whom are appointed by the BEU from Unit A. The committee shall be co-chaired by the Deputy Superintendent for Teaching and Learning who shall be one of the four educators appointed by the Superintendent and one of the educators on the committee appointed by the BEU. Both co-chairpersons shall be present for the committee to meet. The committee shall meet outside of the BEU contractual work day. Educators in positions in Unit A who are appointed to and who participate in the committee shall receive a stipend of five hundred dollars (\$500.00) per work year. Such stipend shall be prorated for participation of less than a full work year. The committee shall meet regularly, generally anticipated to be 6 to 8 times per work year, to receive information and/or presentations and to review and make recommendations to the Superintendent and, where appropriate, to the School Committee, on issues impacting teaching and learning which may include but not be limited to:

- (i) review of new initiatives, such as the purpose for the initiative, readiness for the initiative including infrastructure and/or technology requirements, training, and supports, and timing of implementation;
- (ii) paperwork and work load issues;

- (iii) caseload for non-classroom personnel/specialists, including direct and indirect services to students;
- (iv) duty free lunch;
- (v) prep time; and
- (vi) collaboration time.

The sole forum for resolving disputes regarding this Section 8.4 shall be under Massachusetts General Laws, chapter 150E section 10.

7. Article 4.12 (new)

If a specialist, such as an elementary chorus teacher, has more than 65 students in a class and is the only compensated adult in the classroom, the principal shall assign another compensated adult to the classroom for such class upon the request of the specialist.

8. Reopeners:

A. Appendix B.8A, B.8B, B.8C

Reopener in Fiscal Year 2017 to consider recommendations from the ad hoc stipend committee and to make adjustments to the schedules in Appendix B.8A, B.8B, and B.8C.

B. The School Committee may reopen negotiations during the term of this Agreement regarding teaching hours and the work day in Article 4.3. A. I, iii, iv, v, ix, x.

9. Article 4.1 F (new)

Add the following new Sections F and G to Article 4.1:

F. The 2017-2018 work year shall be increased by one (1) additional day; such day shall be for professional development (PD) and shall be planned by the Superintendent/designee. (There shall be no additional compensation for this additional day.)

G. Starting in the 2018-2019 work year, the Superintendent may add one (1) mandatory additional day per work year for all teachers or a subset or subset(s) of teachers identified by the Superintendent. Such additional day to be used for professional development/training. Such additional professional development/ training day will be scheduled by the Superintendent prior to the start of the student school year but contiguous with the start of the work year and/or during the student school year (excluding the student vacation periods in December, February and April) and excluding Saturdays and Sundays, and teachers shall attend such additional scheduled day. Each teacher who is required to attend such mandatory additional day shall be paid her/his per diem rate for attendance. The Superintendent will notify the BEU President whether or not he/she will be adding one day to the upcoming work year and will identify the teachers who are required to attend such day immediately after the School Calendar has been approved for the following work year. (The first time the Committee may exercise the right to add one day is in the 2018-2019 work year after appropriate notice has been provided in the 2017-2018 work year.) This Section shall not be applicable to requested (voluntary) professional development/training days.

10. Article 4.3 I and J:

- A. Replace "(K-6)" with "(K-5)" in Section I.
- B. Add "6," after "grades" and before "7 & 8" in Section J.

11. Article 1.2F (p. 2)

Replace Section F of Article 1.2 with the following:

"After the execution of this contract by both parties, the BSC shall post the contract on its website and make available a hard copy in each school building."

12. Article 3.6B (p. 5)

Add the following to the end of subsection vi of Article 3.6B:

"When the Employer has an electronic system(s) for employees to review the above information, the PSB will notify the Union and employees shall access the above information through such electronic system(s) and the Employer will no longer be responsible for providing the information in a written or email statement provided that the Employer has such information available by the first teacher work day of the contract."

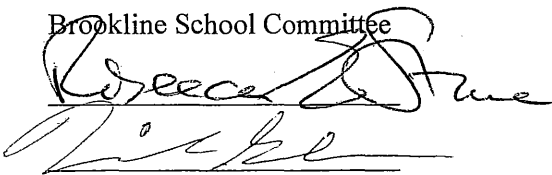
13. Article 11: Reductions In Force ("RIF")

The parties agree to replace Article 11 with the revised Article 11 appended to this Memorandum of Agreement as Attachment A.

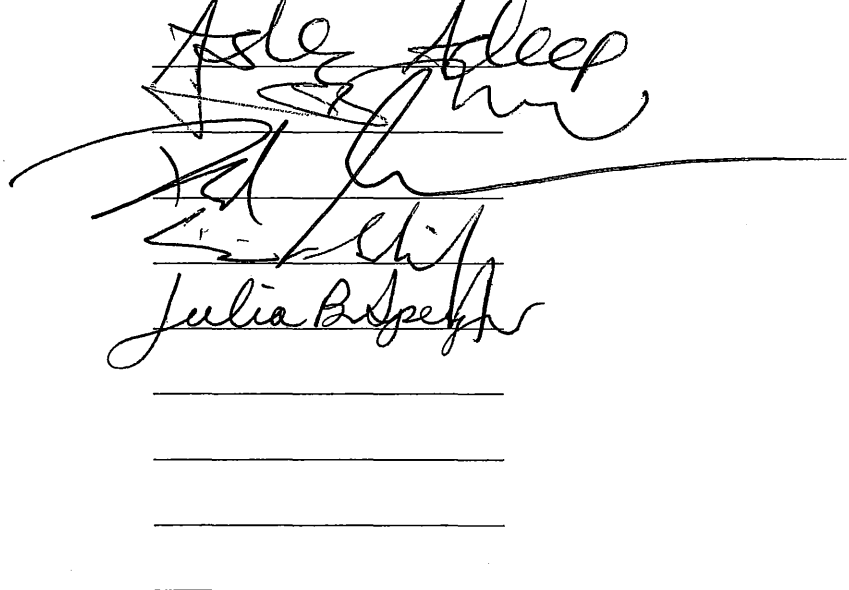
This Memorandum of Agreement is subject to ratification by the Union membership and approval by the School Committee.

Agreed to on this 21st day of September 2016 by the negotiating teams for:

Brookline School Committee



Brookline Educators Union – Unit A



Article 11: Reductions In Force ("RIF")

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

11.0 A. No teacher with professional teacher status (PTS) shall be laid off pursuant to a reduction in force (RIF) or reorganization if there is a teacher without such status for whose position the covered employee is currently certified.

B. No teacher with PTS shall be laid off pursuant to a RIF or reorganization or if there is a less qualified teacher with PTS holding the same or similar position for which the covered employee is currently certified.

C. No teacher with PTS shall be displaced by a more senior teacher with PTS unless the more senior teacher is currently certified and is at least as qualified for the position as the junior teacher holding the position.

D. In the event that layoffs of teachers with PTS are necessary within a particular discipline, a teacher's job performance, qualifications, and the best interests of students shall be used to determine the order of layoff, as follows:

(1) Teachers with PTS, whose last overall summative rating was Unsatisfactory and who have been on an Improvement Plan, shall be reduced before other PTS teachers in their discipline. Ties in this determination shall be broken by seniority with the least senior teacher in the discipline being subject to layoff first. Such teachers shall not be eligible for recall.

(2) If additional layoffs are necessary within a particular discipline, teachers with PTS whose last overall summative rating was Unsatisfactory but who are not on an Improvement Plan, shall be reduced before other PTS teachers in their discipline. Ties in this determination shall be broken by seniority with the least senior teacher in the discipline being subject to layoff first. Such teachers shall not be eligible for recall.

(3) If additional layoffs are necessary within a particular discipline, teachers with PTS whose last overall summative rating was Needs Improvement, and who have been on a Directed Growth Plan that has not resulted in a change to the teacher's overall rating, shall be reduced before PTS teachers not rated Needs Improvement or Unsatisfactory. Ties in this determination shall be broken by seniority with the least senior teacher in the discipline being subject to layoff first. Such teachers shall not be eligible for recall.

(4) If additional layoffs are necessary within a particular discipline the Superintendent/designee shall consider the teachers' qualifications and the best interest of students in the school or district. Seniority shall be used as a tie-breaker in personnel actions under this Article among teachers whose qualifications are no different.

For purposes of this Article 11, employees within the same discipline area with an overall rating of proficient or exemplary in their most recent summative evaluation shall be considered to have qualifications that are no different.

- 11.1** Seniority shall be defined as length of continuous service in the Public Schools of Brookline in years, months and days from the most recent date of hire.
- A. Paid leaves of absence shall count toward the accrual of seniority.
 - B. Approved unpaid leaves of absence of fewer than forty-one (41) consecutive working days shall be counted toward the accrual of seniority.
 - C. Approved unpaid leaves of absence of longer than forty (40) days shall not constitute a break in service, but time spent on such leave shall not count toward accrual of seniority.
 - D. Those employees hired prior to September 1, 1999 will accrue seniority as follows:
 - i. The years in which a person was on leave of absence but worked .2 or more for the entire year will be counted as a year of seniority.
 - ii. Full-time unpaid leaves of absence taken for part of the year will be deducted from seniority and longevity.
 - E. Those employees hired on or after September 1, 1999 will accrue seniority as follows:
 - i. Anyone working .5 or more in a given year will receive one year toward seniority. Anyone working less than .5 but .2 or more for the entire year shall receive .5 for the year they are working toward seniority. This means the difference between their date of hire and longevity date in each of these years would be six months.
 - ii. This arrangement includes people who are working less than full time due to a LOA and those with less than full time PTS.
 - iii. Full-time unpaid leaves of absence taken for part of the year will be deducted from seniority.
- 11.2** For purposes of this Agreement, seniority shall be defined as length of continuous service in the Public Schools of Brookline in years, months and days from the most recent date of hire.
- A. Paid leaves of absence shall count toward the accrual of seniority.
 - B. Approved unpaid leaves of absence of fewer than forty-one (41) consecutive working days shall be counted toward the accrual of seniority.
 - C. Approved unpaid leaves of absence of longer than forty (40) days shall not constitute a break in service, but time spent on such leave shall not count toward accrual of seniority.
- 11.3** No teacher with more than three (3) full consecutive school years of service in the Public Schools of Brookline as a teacher shall be laid off if there is a teacher with pre-professional status serving in a position where such teacher (with more than three (3) full consecutive school years of service in the

Public Schools of Brookline) is either qualified and teaching in the discipline or is qualified and certified/licensed in the discipline.

11.4 If, in the application of this Article, it is necessary to determine the seniority order of two or more employees with the same seniority credits, the following procedure shall apply in the following order: (a) a full-time employee shall be deemed senior to a part-time employee; (b) the employee with the most experience as a substitute employee in the discipline will be deemed senior to the other employees; ; or if necessary, (c) a lottery shall be conducted in the presence of the Director for Human Resources and the President of the BEU, or their designees, to determine the order of seniority among such employees.

11.5

A. An employee laid off from an affected discipline area may replace a less senior teacher in another discipline area provided that he/she is certified/licensed and qualified to teach in the new discipline. The following shall be the criteria employed by the Superintendent or his/her designee in determining qualifications:

- i. prior teaching experience in the new discipline;
- ii. major and minor fields of college study (as shown by official transcript);
- iii. recent college-level course work in the new discipline's subject area (s);
- iv. related experience outside the field of education.

B. If there is a dispute concerning whether the Superintendent or his/her designee employed the above criteria in the determination of qualifications, then a joint committee, consisting of two (2) BSC members or their designees and two (2) BEU members (appointed by the BEU President) shall review the decision and shall attempt to resolve the dispute. In the event that the joint committee cannot reach agreement, the matter will be referred to expedited arbitration pursuant to Article 11.14 of this provision.

C. For purposes of this Article, discipline areas shall be as follows:

- i. Early Education
- ii. Elementary K-6
- iii. Performing Arts K-12
 - a. Vocal Music
 - b. Instrumental Music
 - c. Dance
 - d. Drama
- iv. Specialists K-6
 - a. Literacy
 - b. Mathematics
- v. Physical Education K-12
- vi. Computers 7-12
- vii. Special Education K-12

- viii. English Language Learners/Transition Bilingual Education/ESL K-12
- ix. English 7-12
 - x. Mathematics 7-12
- xi. Social Studies/Political Science 7-12
- xii. Foreign Language 7-12
 - a. French
 - b. Spanish
 - c. Latin
 - d. German
 - e. Chinese
 - f. Japanese
 - g. Russian
- xiii. Science 7-12
 - a. Biology
 - b. Chemistry
 - c. Physics
 - d. Earth Science/Physical Science
 - e. General Science
- xiv. Home Economics 4-12
- xv. Industrial Arts K-12
- xvi. Visual Arts K-12
- xvii. Occupational Education
 - a. Business education/marketing
 - b. Early childhood education
 - c. Food service careers
 - d. Horticultural/Conservation
- xviii. Guidance K-12
- xix. School Adjustment Counselors/Social Workers K-12
- xx. Speech and Language Therapists K-12
- xxi. School Psychologists K-12
- xxii. Library Science K-12
- xxiii. Health
- xxiv. Nurses
 - a. School Clinic Nurses
 - b. Support Nurses
- xxv. Associate Deans
- xxvi. Occupational Therapists K-12
- xxvii. Physical Therapists K-12
- xxviii. African-American Scholars Leader
- xxix. Vision Specialists
 - xxx. Lesley Internship Coordinator
- xxxi. Hearing Specialists (when applicable)
- xxxii. Library Assistants
- xxxiii. Lab Specialists

- a. Foreign Language Lab
- b. Humanities Lab
- c. Math and Science Lab

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

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

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

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

If a teacher in a K-12 discipline area, a guidance counselor, school adjustment counselor, school psychologist or speech and language therapist is moving from the 7-12 area/level to the K-6 area/level or vice versa as the result of a RIF, the Superintendent shall have the right to have to an evaluation done consistent with the Educator Evaluation agreed to by the Parties. The Superintendent and BEU will arrange in advance to provide any counseling/assistance which the parties deem helpful.

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

11.8 Reductions in individual full-time equivalencies will be accomplished in the same manner as layoffs, consistent with the Sections set forth above.

11.9 No later than October 30 of each school year, the Superintendent or his/her designee shall provide each member of the bargaining unit with an up-to-date seniority list by discipline. Any challenges to the accuracy of the list must be registered, in writing, to the Director for Human Resources before December 1.

The BSC agrees that any published seniority list will also contain the names of all pre-professional status staff members.

11.10 When a RIF is to take place, the Superintendent or his/her designee shall give written notice to the affected teachers with professional status by email on or about May 15 preceding the effective date of the reduction. If, however, the RIF of any individual teacher are rescinded before the effective date of the reduction and the teacher is to be reemployed, the Director for Human Resources shall so inform the affected teacher in writing.

11.11 An employee affected by this Article will, for 27 months for employees with more than 5 years of service, and 15 months for employees with 5 years of service or less following the effective date of layoff, retain recall rights to fill a vacancy within the employee's discipline. In the event of a vacancy, the most recently affected employee who has recall rights within the discipline will be offered the position created by the vacancy up to the level (part-time or full-time) such employee held at the time of layoff. Recall notices shall be sent by email to the laid off employees with a copy to the BEU President.

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

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

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

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

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