

APPENDIX D

CONTRACT PROPOSALS
OF THE
BROCKTON EDUCATION ASSOCIATION
FOR INCLUSION IN A
JOINT STUDY COMMITTEE
TO TAKE EFFECT ON AND AFTER
SEPTEMBER 1, 2008

The following proposals are being made without prejudice to the BEA's position or interpretation in any presently pending or future dispute, controversy, grievance, arbitration, prohibited practice charge, litigation or any other form of disagreement that has arisen or that may arise between the School Committee and the BEA during the term of or pursuant to the terms of the current collective bargaining agreement or any predecessor thereto.

Except for those proposals which are to take effect during the second and third years of the contract, all of the proposals submitted herein are intended to take effect on September 1, 2008 except for those administrators and other bargaining unit personnel who are employed on a twelve-month basis. In the case of such employees, the salary and economic fringe benefit proposals for the first year of the contract are to take effect on July 1, 2008. All proposals for the second and third years of the contract are intended to take effect either on September 1, 2009 or on September 1, 2010 except for those bargaining unit personnel who are employed on a twelve month basis for whom such proposals are intended to take effect either on July 1, 2009 or on July 1, 2010.

Unless the context indicates otherwise, all references in these proposals to "teachers" are intended to encompass all members of both Units A and B, including school nurses, and all references to "he", "his" or "him" are intended to encompass both male and female teachers.

I. WORKING CONDITION PROPOSALS

A. Elementary School Teacher Working Conditions

Elementary School Teachers shall have two and one-half (2.5) hours of Common Planning Time per week similar to the Middle and High School Teachers. (Article V, p. 14.)

B. Head Teacher Working Conditions

The Head Teachers shall not be assigned a homeroom. (Article V, new section, p. 14.)

C. Guidance Counselor Working Conditions

The fourth (4th) day of the five (5) August work days for Guidance Counselors shall be devoted to the registration process. (Article V, new section, p. 14.)

D. Vocational and Technological Teacher Working Conditions

Middle and High School Vocational and Technological Education Teachers shall have duty-free homeroom periods in order to enable them to prepare for the day. (Article V, new section, p. 14.)

E. Professional Development

Professional Development Days shall be scheduled for Fridays in order to preserve the continuity of the school week for students and Teachers. (Article XXVI, new section, p. 50.)

F. Open Houses

Teachers shall be notified when the September/October Open Houses will be held by no later than June 15 of the preceding school year. (Article V, Section C(3), p. 18.)

G. Middle School Parent/Teacher Conferences

Middle School Parent/Teacher Conferences shall be scheduled on Thursday evenings only. (Article V, new section, p. 14.)

H. School Nurse Seniority

The Seniority Date for all School Nurses shall be their date of hire in the Brockton Public Schools rather than their official Civil Service permanent appointment date. (Article XLI, Section 15, p. 69.)

I. Professional Teacher Status for School Nurses

Consistent with the Department of Education's Final Advisory Opinion on School Nurses and Eligibility for Professional Teacher Status dated June 18, 2007, the School Committee shall recognize that all service rendered to the Brockton Public Schools by School Nurses both before and after the enactment of Chapter 267 of the Acts of 2006 on October 22, 2006 shall count toward the acquisition of Professional Teacher Status for School Nurses. Appropriate adjustments shall be made in the School Nurse Seniority List to reflect the attainment of Professional Teacher Status for all School Nurses who have rendered service to the Brockton Public Schools for at least three (3) consecutive school years.

J. Military Leave

Teachers who report to active duty in any branch of the United States Armed Forces shall be granted a Military Leave of Absence during which they shall receive the difference between their regular compensation in the Brockton Public Schools and their Military Pay. (Article XVIII, Section B, p. 35.)

II. NON-SALARY SCHEDULE COMPENSATION PROPOSALS

A. Early Retirement Incentive/Supplemental Longevity Plan

Teachers who have elected to receive the four percent (4%) Early Retirement Incentive pursuant to Article XL of the contract may, at any time before their retirement becomes effective, revoke their participation in the Plan in which event they shall continue working in the Brockton Public Schools as if they never elected to participate in the Early Retirement Incentive Plan. Any Teacher who revokes his/her participation would then be required to refund to the School Committee all compensation that he/she received pursuant to the Plan and, upon doing so, would be eligible to participate in the Plan at a later date provided that all requirements of Article XLI are met. Teachers may only revoke their participation in the Plan once during their careers. (Article XL, p. 61.)

B. Appendix B (Coaches Schedule)

Prior to the application of the first general increase, the salary for the Boys and Girls Tennis Coaches shall be increased to \$5,601 for Head Coaches and to \$3,361 for Assistant Coaches in order to put them on equal standing with the other High School spring sport Coaches. (Appendix B, p. 81.)

C. Appendix C (Extracurricular Activities Schedule)

Prior to the application of the first general increase, all Teachers who lead Choral Groups at Grades K – 8 shall be compensated at the current rate for Junior High School Choral Groups (\$1,238). (Appendix C, p. 84.)

D. Appendix D (Ratio Schedule)

1. The ratio for all Department Heads shall be adjusted to the following:

<u>Number of Teachers</u>	<u>Ratio</u>
30 or more	1.30
15 – 29	1.25
0 – 14	1.20

In addition, Department Heads who supervise thirty (30) or more Teachers shall not be required to teach any classes. (Appendix D, p. 86.)

2. The Ratio for all Elementary School Assistant Principals shall be increased from 1.10 to 1.25 and their work year shall also be proportionately increased from ten (10) months to ten (10) months and two (2) weeks. (Appendix D, p. 85.)
3. The Ratio for Team Chairpersons (Facilitators) shall be increased from 1.10 to 1.20 and their work year shall be proportionately increased from ten (10) months and one (1) week to ten (10) months and two (2) weeks. (Appendix D, p. 86)
4. The position of Lead Teacher of the Lincoln Alternative School shall be added to the Ratio Schedule at a Ratio of 1.15 and a work year of ten (10) months and two (2) weeks. (Appendix D, p. 86.)
5. Special Education Department Heads shall be upgraded to Coordinators and shall have their Ratio increased to 1.30. (Appendix D, p. 86 – 87.)

6. The Supervisor of Nursing shall be upgraded from a Department Head to a Coordinator and his/her ratio shall be increased from 1.25 to 1.30. (Appendix D, p. 86.)

E. Appendix E (Differential Schedule)

Prior to the application of the first general increase, the following adjustments shall be made in the Differential Schedule:

1. A fourth Head Teacher position shall be added to the Science Department at the High School in order to assist with the PLATO Lab. (Appendix E, p. 88.)
2. The Head Counselors and Guidance Counselors shall be compensated for the ten (10) additional work days that are currently required to work by paying them for five (5) of those days at their applicable per diem rate (as at present) and by converting the remaining five (5) days to a proportionate Differential that shall be added to the Differential Schedule. (Appendix E, p. 88.)
3. An additional Moderate Special Needs/Neighborhood Resource Room (MSN/NRR) Teacher position shall be created which shall have the exclusive responsibility to test students. In addition, the parties shall discuss the establishment of an appropriate differential for all MSN/NRR Teachers. (Appendix E, p. 88.)
4. The differential for Floor Teachers at Brockton High School shall be increased from \$3,550 to \$5,000. (Appendix E, p. 88.)
5. The position of 504 Building Liaison shall be added to the Differential Schedule at a differential of \$1,000. (Appendix E, p. 88.)

6. Transitional Bilingual Education, Sheltered English Immersion and Integrated Sheltered English Immersion Teachers shall be added to the Differential Schedule at a Differential of \$2,000 plus five (5) days at their applicable per diem rate of pay. (Appendix E, p. 88.)
7. The Differential for Guidance Counselors and Adjustment Counselors shall be increased from \$750 to \$1,000. (Appendix E, p. 88.)
8. The compensation structure for the Guidance Counselors at the High School and the Middle School Guidance Counselors shall be equalized so that they shall each be compensated for the additional five (5) days on their work year at their applicable per diem rates of pay. (Appendix E, p. 88.)
9. The position of Assessment Resource Specialist shall be created in each Department at the High School and shall be added to the Differential Schedule at a Differential of \$2,000 plus five (5) days at their applicable per diem rate of pay. (Appendix E, p. 88.)
10. The Differential for the Head Teachers at the High School shall be increased from \$500 to \$1,500 and they shall each receive one (1) additional duty free period per day in order to perform their responsibilities. (Appendix E, p. 88.)
11. The Differential for the Auxiliary Teacher (Ithaca Alternative School) shall be increased from \$3,000 to \$8,000. (Appendix E, p. 88.)
12. The position of Math Coach shall be added to the Differential Schedule at a Differential of \$2,000 plus five (5) days at their applicable per diem rate of pay. (Appendix E, p. 88.)

13. The position of Science Coach shall be added to the Differential Schedule at a Differential of \$2,000 plus five (5) days at their applicable per diem rate of pay. (Appendix E, p. 88.)
14. The Life Skills Differential shall be increased from \$500 to \$2,000. (Appendix E, p. 88.)
15. The Differential for Mentor Teachers shall be increased from \$1,500 to \$2,500 and they shall only be required to mentor one (1) Teacher. (Appendix E, p. 88.)
16. A Differential for the High School Media Specialist shall be added to the Differential Schedule at a Differential \$2,000 plus five (5) days at his/her applicable per diem rate. (Appendix E, p. 88.)
17. The position of School Nurse shall be added to the Differential Schedule at a Differential of \$2,500. (Appendix E, p. 88.)
18. The position of Junior High School Technology Specialist shall be added at a Differential of \$2,000 plus five (5) days at their per diem rate. (Appendix E, p. 88.)
19. The position of Specialist for Parent Involvement shall be added at a Differential of \$2,000 plus five (5) days at their per diem rate. (Appendix E, p. 88.)

F. Substitute Coverage for Specialists

When substitute coverage is not available for a Specialist who is absent and a classroom Teacher is forced to cover the absent Specialist's class, the classroom Teacher shall be compensated at a prorated hourly rate that is based upon their per diem rate of pay

rather than the regular hourly rate. (Article IV, New Section K, p. 14.)

III. SALARY SCHEDULE PROPOSALS

A. Credit for Technical Certifications

Teachers who obtain technical certifications related to their field of teaching shall be awarded credits on the Salary Schedule in a manner that is similar to the advancement on the Salary Schedule for the attainment of college credit and degrees. (Article IV, New Section, p. 12.)

B. School Nurses

Inasmuch as all School Nurses have the same duties and responsibilities irrespective of whether or not they have a Bachelor's or higher Degree, all School Nurses – specifically RNs without a Bachelor's Degree – shall be compensated on whichever step of the Salary Schedule is applicable to them. (No contract reference at present.)

C. Master's of Social Work (MSW)

A Teacher who possesses a Master's of Social Work Degree shall be compensated at the M+30 Lane on the Salary Schedule since an MSW requires thirty (30) credits above that of a normal Master's Degree. (No contract reference at present.)

IV. ADDITIONAL JOINT STUDY COMMITTEE PROPOSALS

The following Joint Study Committee Proposals have been added by the parties:

- A. Other Sick Leave Issues.
 - 1. What is the appropriate number of Sick Leave days for a first year Teacher?
 - 2. What is the appropriate accumulation of Sick Days for individual Teachers?
 - 3. What is the appropriate level of Sick Leave Buyback for Teachers? In particular, in order to attract and retain mid-career Teachers, should the Sick Leave Buyback benefit be adjusted so that those Teachers will be eligible for it?
 - 4. Is it appropriate for Teachers to utilize Sick Leave days for family medical issues?
- B. Other Leave Issues.
 - 1. What is the appropriate number of days that can be utilized for Adoption/Birth Leave?
- C. Whether a Final Pay Plan that would permit Teachers to avoid adverse income tax consequences as a result of their selling back unused accumulated sick leave upon retirement or death pursuant to Article XVII, Section D of the Contract should be adopted in Brockton.
- D. Incorporate the Job Sharing Agreement into the Contract.
- E. Incorporate the work day of the K-Plus Teachers into the Contract.

- F. Update the Contract to clarify that Pre-K and Kindergarten Teachers are Elementary Teachers to insure that they receive all contractual benefits.
- G. Adult Learning Center Teachers will be subject to renewal or non-renewal on same basis other Teachers.
- H. Issues to be identified by the School Committee may be discussed and considered during the Joint Study Committee pursuant to the terms of Paragraph 11 of the Memorandum of Agreement.