

MEMORANDUM OF AGREEMENT
BETWEEN THE
BROCKTON SCHOOL COMMITTEE
AND THE
BROCKTON EDUCATION ASSOCIATION

The Negotiating Subcommittee of the Brockton School Committee ("School Committee"), acting subject to the ratification of this Agreement by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Brockton Education Association ("BEA"), acting subject to the ratification of this Agreement by the membership of the BEA to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect for the three year period from September 1, 2008 to August 31, 2011.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from September 1, 2005 to August 31, 2008 shall, except to the extent modified by this Memorandum of Agreement, be carried over intact into the successor Collective Bargaining Agreement which shall be effective for the three year period from September 1, 2008 to August 31, 2011.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.
3. All economic modifications for the first year will take effect as of September 1, 2008 unless some other date is specified in which event they shall take effect on the specified date. In the case of administrators and other bargaining unit personnel who are employed on a twelve month basis, the economic modifications shall take effect as of July 1 of each year of the new Agreement and the economic modifications that are scheduled to take effect as of the salary midpoint of 2010 – 2011 shall take effect as of January 1, 2011.
4. Unless otherwise specified herein, all modifications of non-economic working conditions will take effect as of September 1, 2008.

5. The basic economic settlement that has been agreed upon in these negotiations is set forth as follows:

A. 1st Year

1. All salaries on the schedule and all off schedule positions shall be increased by 2% as of 9/1/08.
2. The following longevity plan shall be effective as of 9/1/08:

<u>Years of Service</u>	<u>Longevity Pay</u>
12	\$650 (\$150 increase)
15	\$1,950 (\$150 increase)
20	\$2,500 (\$300 increase)
25	\$3,300 (\$700 increase)
30	\$4,375 (\$875 increase)

B. 2nd Year

All salaries on the schedule and all off schedule positions shall be increased by 3% effective 9/1/09.

C. 3rd Year

1. All salaries on the schedule and all off schedule positions shall be increased by 3% effective 9/1/10.
2. All salaries on the schedule and all off schedule positions shall be increased by 2% as of the 10/11 salary mid-point.

D. The following percentage increases shall be applicable to all rates in Appendix B (Coaches Schedule) and Appendix C (Extracurricular Activities):

Effective September 1, 2008	2%
Effective September 1, 2009	3%
Effective September 1, 2010	5%

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

Effective September 1, 2008	2%
Effective September 1, 2009	3%
Effective September 1, 2010	5%

6. Sick Leave Bank (Article XVII, Section E)

Section E, 3 of Article XVII shall be amended by relettering the existing language as a new Section E, Subsection 3(a.) and creating the following new Subsections:

- (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.

7. Personal Leave Utilization Cap (Article XVIII, Section A, 1)

The Personal Leave Utilization Cap that is set forth in this Section of the Contract shall be increased from eighteen (18) to twenty-one (21) Teachers.

8. Work Day (Article V, Section A)

- A. Article V, Sections A, 1 and 2 shall be amended by incorporating the terms of the document entitled "BPS THREE-TIERED BUSING SYSTEM" which is attached hereto as Appendix C. In consideration of the BEA's agreement to alter the starting and ending times for Teachers in the manner that is set forth in Appendix C, Article V, Sections A, 3(a) and (b) shall be suspended through the term of the 2008 – 2011 Contract. 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.
- B. 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.

9. Medicare Part B Premium Reimbursement (Article XXIII, Section G)

- A. A new Section G shall be added to Article XXIII of the Contract which shall read as follows:

- 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.

B. Upon the execution of this Agreement by the parties, the Memorandum of Agreement on Payment of Medicare Part B Premiums for BEA Retirees that was entered into among the City, the School Committee and the BEA on March 6, 2007 shall become null and void.

10. The following Housekeeping agreements have been reached between the parties:

A. Interim Agreements

Certain interim or other agreements that have been entered into by the parties during the term of the current contract (September 1, 2005 – August 31, 2008) shall be incorporated into the successor contract provided that the parties agree to do so. A list of such agreements shall be developed by the parties in the Joint Study Committee that is described in Paragraph 11 herein.

B. Red Circle Agreements

The Red Circle agreement from the previous Memorandum of Agreement is attached hereto as Appendix A.

C. Voluntary Participation

The Voluntary Participation agreement from the previous Memorandum of Agreement is attached hereto as Appendix B.

11. Attached hereto as Appendix D is a document entitled "CONTRACT PROPOSALS OF THE BROCKTON EDUCATION ASSOCIATION FOR INCLUSION IN A JOINT STUDY COMMITTEE TO TAKE EFFECT ON AND AFTER SEPTEMBER 1, 2008." The parties agree to the formation of a Joint Study Committee consisting of an equal number of representatives of the BEA and the School Committee that will consider the proposals that appear on the above-referenced document. The agreement to form this Joint Study Committee does not constitute a commitment by either party with respect to any such proposals. However, it does constitute a commitment by both parties to give good faith consideration to each of them. Furthermore, the parties have reached the following additional agreements with respect to the Joint Study Committee:

- A. The School Committee has agreed to allocate \$40,000 for the proposals that are set forth in Appendix D and agreed upon by the Joint Study Committee, provided however that any issue raised by the School Committee pursuant to Paragraph IV H of Appendix D shall not be credited against the aforesaid allocation of \$40,000.
- B. Any economic agreements that are reached during the Joint Study Committee shall be implemented as of September 1, 2008.
- C. The Joint Study Committee shall convene as soon as possible after the ratification of this Agreement and shall complete its task by no later than one year after the ratification of this Agreement.

Signed in the City of Brockton on this ____ day of June, 2008.

BROCKTON SCHOOL COMMITTEE

BROCKTON EDUCATION ASSOCIATION

APPENDIX A

It is further agreed that, throughout the term of the new contract, any Administrator who exercises his right to bump into a Unit B position pursuant to Article XLI will be red-circled 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 has been reduced for three years or longer. If any such reduced Administrator has not served in the administrative position from which he has been reduced as a result of a reduction in force but has previously served in a lesser compensated administrative position for three years or longer, he shall be red-circled at the salary level at which he would 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 any such red-circling that first becomes effective during the term of this Agreement shall work an additional number of days beyond the teacher's work year during such school year upon projects assigned by the Superintendent. The number of such additional days shall be determined by first computing the actual percentage value that the red-circle payment for any such year bears to the actual dollar value of the ratio for that year of the administrative position upon which the red circle salary has been based – i.e., either the administrative position from which the former Administrator was actually reduced or the administrative position upon which his red circle was computed, whichever the case may be. That percentage value shall then be applied to the total number of days in excess of the teacher's work year for the administrative position upon which the red-circle is based as set forth in Appendix D, rounded off to the nearest half day. For example, if the actual ratio value of a ten month-two week administrative position for that year is \$2,000, the reduced Administrator would be required to work upon projects assigned by the Superintendent for four days beyond the Administrator's work year.

APPENDIX B

It is understood that participation by teachers on or in committees, cadres 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 Article V, Section C(2) except when such participation falls within the “two staff meetings each month” that are referred to therein or when such participation occurs on release time or in-service days.