

AGREEMENT

BETWEEN

THE BROOKFIELD BOARD OF EDUCATION

AND

THE BROOKFIELD EDUCATION ASSOCIATION

For the Period July 1, 2015 to June 30, 2017

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PREAMBLE

This Agreement is made by and between the Brookfield Board of Education (hereinafter the “Board”) and the Brookfield Education Association (hereinafter the “Association”).

WITNESSETH

WHEREAS, the Association is the exclusive representative of teachers employed by the Board, as hereinafter more fully described in Article I, for purposes of collective bargaining pursuant to relevant provisions of the General Statutes; and

WHEREAS, the Board and the Association have bargained in good faith with respect to issues relating to salaries and other conditions of employment about which either party desired to bargain; and

WHEREAS, pursuant to said good faith bargaining, the Board and the Association have resolved all such issues and now desire to reduce to writing all agreements reached between them concerning such issues.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Board and the Association hereby agree as follows:

ARTICLE I RECOGNITION

Section 1.

The Board recognizes the Association as the exclusive bargaining representative for certified professional employees and professional personnel holding Durational Shortage Area Permits who are employed by the Board in positions requiring a teaching or other certificate and are not included in the “administrators” unit or excluded from the purview of Connecticut Statutes §10-153a to §10-153g inclusive for the purposes of negotiations with respect to salaries and other conditions of employment for the duration of this Agreement.

- (a) Teachers holding a Durational Shortage Area Permit (DSAP) shall be covered by all the terms and conditions of this Agreement, except as provided herein:
 - (1) Article X (Professional Development Leave)
 - (2) Article XII (Long Term Leaves of Absence Without Pay)
 - (3) Article XV (Reduction in Teacher Work Force and Rehire)

- (b) A DSAP holder shall not accrue seniority or length of service for purposes of this Agreement. Notwithstanding the forgoing, if a DSAP holder becomes certified as a teacher and is employed by the Board as a certified teacher the subsequent school year

without any break in employment service, the teacher shall be credited with years of continuous employment service as a DSAP holder for purposes of seniority and length of service under this Agreement.

- (c) The Board shall have the right not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.

Section 2.

The Association recognizes that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Town of Brookfield in all its aspects, including but not limited to the following: to assign all work to employees or other persons; to select, hire, demote and promote employees; to transfer and layoff employees; to determine work schedules and hours of work; to establish and continue policies and procedures for the conduct of business and the management of operations; and, from time to time, to change or abolish such policies or procedures. These rights, responsibilities and prerogatives shall not be exercised in a manner inconsistent with or in violation of the specific terms or provisions of this Agreement.

Section 3.

The terms “Board of Education” or “Board” as used in this Agreement shall mean the Board or its designee. The terms “Superintendent of Schools” or “Superintendent” as used herein shall mean the Superintendent or his or her designee.

ARTICLE II **SALARIES**

Section 1.

- (a) The salaries payable to teachers during the fiscal years ending June 30, 2016 and June 30, 2017 are set forth in the schedule contained in Appendix A of this Agreement.
- (b) The salary appearing in the schedules set forth in Appendix A shall be applied proportionately to teachers working less than full time. Such proportion will be determined by the ratio of such teachers’ daily assigned working time, including duty assignments to 360 minutes.

Section 2.

The Board will have the authority to determine unilaterally the starting salary for each teacher provided that the salary must be one which is set forth on one of the schedules currently in effect, and the teacher may not be paid at a salary which is less than minimum (step 1) for the schedule on which the teacher is placed. Notwithstanding any provision of this Agreement or past practice to the contrary, the Board, at its discretion, may grant service credit to new hires for

non-teaching experience it deems relevant to the employee's position on the basis of two (2) years credit for every three (3) years of non-teaching experience (rounded up in the case of fractional credit).

Section 3.

Degree status will be defined under "Degree Definitions" article.

Section 4.

No teacher shall advance to the next highest column on the salary schedule either in August/September or February unless he/she has first notified the Superintendent in writing prior to January 1 in the contract year prior to the year of advancement of his/her intention to complete such requirements.

For payment to be effective from the start of the school year, official transcripts must be received by the Superintendent no later than November 30 for course work completed prior to the start of the school year. For payment to be effective in February, official transcripts must be received by the Superintendent no later than April 30 for course work completed by January 30.

Section 5.

- (a) Military service prior to teaching in Brookfield will be recognized at the rate of Three Hundred (\$300) Dollars per year of military service up to Six Hundred (\$600) Dollars. This amount is added to the salary schedule, but the total shall not exceed the maximum salary as scheduled for the specific level of training.
- (b) Present teachers who enter the Armed Forces shall, upon return, be placed on the salary scale as if they had been teaching for that period of time but such credit shall not exceed (2) years, provided such teacher makes application for return of employment within ninety (90) days after receiving a certificate of honorable separation from the Armed Forces.

Section 6.

- (a) Teachers in their 17th, 18th, and 19th years of teaching service will be paid at an annual salary rate of \$840 higher than their respective annual salary rates set forth in Appendix A. Teachers in their 20th, 21st, and 22nd years of teaching service will be paid at an annual salary rate of \$1,680 higher than their respective annual salary rates set forth in Appendix A; and teachers in their 23rd and subsequent years of teaching service will be paid at an annual salary rate of \$2,515 higher than their respective rate set forth in Appendix A. To qualify for the above additional payments, a teacher must have taught in the Brookfield School System for at least the four (4) years immediately preceding their 17th year of teaching experience and must have taught in the Brookfield School System for at least seven (7) years immediately preceding their 20th year of teaching service and must have taught in the Brookfield School System for at least ten (10) years immediately preceding their 23rd year of teaching service. For the purpose of this Section, time spent on an

approved leave of absence shall be considered as time taught for the purpose of meeting the requirement of teaching experience immediately preceding the 17th, 20th, or 23rd year of teaching service.

- (b) All longevity payments made to part time teachers shall be prorated based on their percentage of employment.

Section 7 – Payment Options.

- (a) Teachers have an option to be paid either on the 10-month (1/21) escrow plan or the 12 month (1/26) escrow plan. However, those teachers hired to commence work on or after July 1, 2000 shall be required to elect the ten-month plan. Salary installments shall be paid by way of direct deposit.
- (b) Teachers, except those hired after August 15, will receive their first paycheck on the first Friday school is in session. The second paycheck will be issued three (3) weeks later. Teachers hired after August 15 shall receive their first paycheck on the second Friday school is in session. Thereafter, checks will be issued every two weeks except that if the last check due for teachers is due after the last work day, it will be issued on such day.
- (c) Effective July 1, 2003 and thereafter, the Board shall pay teachers on the last school day prior to the commencement of a school vacation period (Christmas, winter, spring, etc.) when the regular payday falls during the vacation period.

Section 8 – Payroll Deductions.

The Board will make a payroll deduction for Association dues, the Waterbury Credit Union, a 403b plan, which will include annuity, non-annuity and Roth options, an IRS Section 125 Flexible Spending Account for dependent care and dental and vision expenses, and Washington National Income Insurance.

ARTICLE III
DEGREE DEFINITIONS

Section 1.

The salary schedule listed in this Agreement shall be interpreted and applied in accordance with the following definitions:

- BA A baccalaureate degree earned at an accredited college or university.
- BA+15 A teacher who has completed fifteen (15) semester hours of study beyond the baccalaureate degree, which study is applicable toward and earns the teacher a Connecticut Professional Educator certificate, is eligible to be placed on the BA+15 salary schedule column.

- BA+30 A teacher who has completed thirty (30) semester hours of study beyond the baccalaureate degree, which study is applicable toward and earns the teacher a Connecticut Professional Educator certificate, is eligible to be placed on the BA+30 salary schedule column.
- MA A teacher who has earned a master’s degree at an accredited college or university in the teacher’s area of assignment in Brookfield or in a field approved by the Superintendent is eligible to be placed on the MA salary schedule column.
- MA+15 A teacher who has completed fifteen (15) semester hours of study beyond the master’s degree, which study is applicable toward the requirements for an advanced degree in the teacher’s then current area of assignment in Brookfield or in a field approved by the Superintendent in advance for salary credit, is eligible to be placed on the MA+15 salary column.
- 6th Year A teacher who has earned either (1) a “sixth year certificate” from an accredited college or university and received prior approval from the Superintendent for salary credit for that certificate or (2) two master’s degrees, one of which must be in the teacher’s area of assignment in Brookfield, the other of which must be approved by the Superintendent in advance for salary credit, is eligible to be placed on the 6th year schedule column.
- Ph.D/Ed.D A teacher who has earned a doctor’s degree at an accredited college or university in the teacher’s area of assignment in Brookfield or in a field approved by the Superintendent in advance for salary credit is eligible to be placed on the Ph.D salary schedule column.

ARTICLE IV
COMPENSATION FOR SPECIALIZED DUTY

Section 1.

The Board and Association recognize and agree that the teachers’ responsibility to their students, the school system, and their profession involves the performance of duties and the expenditure of time beyond normal classroom hours. However, there are some specialized duties which, in the judgment of the Board, require time, effort, and the assumption of responsibility beyond the scope of the duties required of a regular teacher and, therefore, warrant extra compensation.

Section 2.

Compensation for such specialized duty referred to in Section 1 hereof shall be set forth in Pay Schedule for Specialized Duty in Appendix B attached hereto. Such specialized duty positions are not to be interpreted as being automatically recurring. It is the prerogative of the Board to

add or delete specialized duty positions at its discretion. The list of approved specialized duties and classifications shall be published in the teachers' handbook and shall be kept current.

Section 3.

Teachers assigned to fill a specialized duty position will be informed in writing of the general job responsibilities, the amount of specialized duty pay and the date of such payment(s) by June 1st of the school year preceding the one in which the assignment is to be performed, unless they are hired or assigned to the position subsequent to such June 1, in which event they will be given the aforementioned information at the time of the assignment.

Section 4.

Teachers assigned to summer curriculum projects or to teach in the summer school program shall be compensated at an hourly rate equal to 60% of their per diem hourly rate. Such rate shall not be less than \$20 per hour.

ARTICLE V
INSURANCE BENEFITS

Section 1.

The Board of Education shall provide individual, two-person or family health insurance coverage as listed in the plan below for each teacher who wishes to participate. All insurance benefits shall be provided from July 1 through June 30 for those teachers employed at the beginning and through the end of a contract year.

(a) High Deductible PPO

(1) In Network:

- | | |
|--------------------------|-----------------------------------------------|
| • Deductible | \$2,000/\$4,000 |
| • In-Network Coinsurance | All services covered at 100% after deductible |
| • Preventive Services | Covered at 100%, not subject to deductible |
| • Office Visit Co-pay | Subject to deductible, then 100% |
| • Emergency Room Co-pay | Subject to deductible, then 100% |
| • In-Patient Co-pay | Subject to deductible, then 100% |
| • Outpatient Co-pay | Subject to deductible, then 100% |

(2) Out-of-Network:

- | | |
|-------------------------------------------|----------------------------------------------|
| • Deductible | \$2,000/\$4,000 |
| • Co-insurance | All services covered at 80% after deductible |
| • Out of Pocket Max
(incl. deductible) | \$4,000/\$8,000 |

(3) Pharmacy Benefits:

- Retail Co-pay Subject to deductible
- Mail Order Co-pay Subject to deductible
- Maximum None

(4) The Board shall provide teachers with the same flexible dental insurance plan provided to the Brookfield Administrations' Association bargaining unit employees in effect on October 1, 2002:

Diagnostic and preventive services payable at 100%.
\$25 individual and \$50 family deductible per calendar year between basic and major services.
Basic services payable at 80% and subject to deductible.
Major services payable at 50% and subject to deductible.
Maximum of \$1,000 annual benefit per person.

The Board shall provide each teacher with individual, two-person or family coverage as needed.

(5) Annual premium sharing will be made by the teacher through payroll deduction of 21 equal payments, whereby the teacher will contribute the following sums toward medical and dental premium costs:

	2015-16	2116-17
Individual coverage premium sharing	19%	20%
Two-person coverage premium sharing	19%	20%
Family coverage premium sharing	19%	20%

These premium share rates shall be based on the allocation rates then in effect.

(b) The Board shall fund the following portions of the in-network deductible for eligible employees who elect benefits under the terms of the High Deductible PPO set forth above in each school year as follows:

2015-2016	40%
2016-2017	40%

Such funds will be deposited into HSA accounts for eligible employees in two installments, on July 1 and January 1 of each plan year.

(c) A vision rider shall be offered at the expense of the teachers who elect such benefit.

(d) Long-term disability coverage for teachers who become totally and permanently disabled, in accordance with the following:

- (1) Monthly benefit payments equal to sixty-six and two-thirds (66-2/3%) percent of the teacher's monthly salary in effect on the teacher's last day worked (i.e., the then current annual salary divided by twelve) up to a maximum benefit payment of \$4,500 per month. For purposes of this long-term disability benefit, the teacher's monthly salary shall be adjusted annually to parallel the annual salary step the disabled teacher was on at the last day worked.
- (2) Benefit payments hereunder will be reduced by the amount of any benefits paid to or on the behalf of the teacher which are funded by the Board or the Town of Brookfield.
- (3) Benefit payments to eligible teachers will begin after the expiration of six (6) months following the teacher's last day worked.
- (4) Upon commencement of disability payments hereunder, the disabled teacher may apply his or her unused accumulated sick leave days and receive payment thereof at the rate of two (2) sick leave days per calendar week during the period of disability as a payment supplement to the benefit payments provided for herein until his or her unused, accumulated sick leave days are exhausted or benefit payments cease, provided that in no case shall the teacher's gross pay from all sources, calculated on an annual basis, exceed the teacher's annual rate as of the teacher's last day worked.
- (5) Benefit payments will cease when the disability abates or when the teacher first becomes eligible to receive retirement benefits (other than disability retirement benefits funded solely by the teacher), whichever is sooner, but in no event will benefits be paid hereunder beyond the month the teacher reaches age 65.

Section 2.

- (a) The Board will pay the costs of the health insurance coverage listed in Section 1 for those part-time teachers, working less than full time but at least as much as half time, subject to regular teacher cost share contributions.
- (b) The Board will pay to an individual teacher who works less than half time a sum of money which is computed by multiplying the sum of \$2,500 by the ratio of the teacher's part-time hours to full-time hours.

Section 3.

The Board will pay 100% of the cost of \$65,000 Group Life Insurance coverage for each full-time teacher.

Section 4.

- (a) Notwithstanding any other provision in this Agreement to the contrary, the Board may change or substitute insurance carriers, administrators or managed care organizations for the above-referenced health benefit programs as long as the level of benefits and coverage, as stated in the plan of benefits, is equivalent to or better than the existing program.

The change in carriers may result in a disruption of access to providers. The Board will provide a copy of a disruption report developed by the carrier(s) who are under consideration. The disruption report will compare the provider network of the carrier(s) under consideration to that of the current carrier provider network. This report will be based on all the providers in the various carriers' networks. It will be based on the percentage of match of providers from the physician encounters based upon the prior year's visits. This report will then be compared to the provider network extended by the new carrier under consideration. The new carrier network must have a 90% or better match of the top 100 physicians, in terms of encounters (number of visits). Of the physicians who are not in this network match, no more than three such physicians can be in any one specialty or discipline. In addition, 90% of the general hospitals in the State of Connecticut, which shall include Danbury Hospital, New Milford Hospital, Yale-New Haven Hospital and Waterbury Hospital, shall be in the network for the program under consideration.

The Association shall be consulted regarding any proposed insurance carrier change. Any dispute regarding "equivalent to or better" shall be resolved in the grievance procedure at the arbitration level, prior to implementation of any such change. In any event, no change in carrier for a specific type of coverage will be made more frequently than once in any two-year period. The foregoing provisions apply to unilateral changes in carriers by the Board.

Section 5.

If the Board has reason to believe cost savings can be obtained by means other than through section 4 above that would require modifications to any or all provisions of this Article, the Board may initiate discussions with the Association. Both parties shall engage in good faith discussions, however such discussions shall not be subject to mid stream bargaining. If the Association does not voluntarily agree with the proposed modifications, the current provisions of this Article shall remain unchanged.

Section 6 – Administration of Claims.

If a medical insurance claim has not been processed within twenty-one (21) days of the date the claim was filed, the teacher may notify the Board's business office which shall provide assistance in the processing of the claim. The individual(s) who assist the teachers in this regard shall be agreeable to the Association.

Section 7.

The Board will provide an Employee Assistance Program for eligible teachers.

ARTICLE VI
WORKERS' COMPENSATION

If a full-time teacher is disabled to the extent that he/she cannot perform his/her duties as a result of injuries arising out of and in the course of his/her employment in the Brookfield School System, and such teacher is eligible to receive Workers' Compensation Lost Time Benefits, the Board shall pay the difference between such Worker's Compensation benefits and the teacher's regular base salary for each day of such absence for not more than thirteen (13) weeks, provided that no teacher shall receive an aggregate income from Worker's Compensation and the amount which the Board pays under this provision which is in excess of the net compensation he/she would have received if not so disabled.

A teacher disabled under Workers' Compensation for more than thirteen (13) weeks may, at his/her option, elect to receive makeup pay to the extent that such teacher has accumulated unused sick leave credits. Such makeup pay shall be prorated and chargeable against the teacher's accumulated, unused sick leave on a pro rated basis.

Teachers must submit medical substantiation of their disability at such times as the Board and/or the Superintendent deem necessary.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1 – Purpose.

The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

Section 2 – Definitions.

- (a) "Grievance" shall mean a written complaint by a teacher that there has been to him or her a personal loss, injury, or inconvenience because of a violation, misinterpretation, or inequitable application of any provision of this Agreement.
- (b) "Teacher" shall mean any certified, professional employee employed by the Board in a position requiring a teaching or special services certificate.

- (c) “Days” shall mean Monday through Friday of each week exclusive of school vacation periods which occur during the teacher work year, legal holidays and school cancellations.

Section 3 – Time Limits.

- (a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by a written agreement of the parties in interest.
- (b) Failure by the aggrieved teacher at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- (c) Failure by the administrator involved to render his or her decision within the specified time limits shall automatically move the grievance to the next step without need for any further appeal by the aggrieved teacher.

Section 4 – Informal Step 1.

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 of his or her choice. No adjustment of any grievance, whether by informal or formal means shall be inconsistent with the terms of the Agreement and no adjustment of any formal grievance shall be made without notification of the Association and the opportunity for an Association representative to be present.

Section 5 – Formal Procedure.

- (a) **STEP ONE.**
In the event that a teacher believes there is a basis for a grievance he or she shall, within twenty (20) days after he or she knew or should have known that he or she had suffered a personal injury, discuss the grievance with the Principal and commit the grievance to writing, setting forth the specific nature of the grievance, the facts relating thereto, and the determinations that should be reviewed. The Principal shall meet with the teacher in an effort to resolve the grievance. The Principal shall indicate his or her disposition of the grievance in writing within five (5) days after such a meeting and shall furnish a copy thereof to the teacher.
- (b) **STEP TWO.**
If the teacher is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days after the Step One meeting, the written grievance setting forth the specific nature of the grievance, the facts relating thereto and the determination sought to be reviewed shall be transmitted to the Superintendent within five (5) days after the disposition or the expiration of time for rendering this disposition (whichever is sooner). Within five (5) days the Superintendent shall meet with the teacher and shall

decide the disposition of the grievance in writing within five (5) days after such meeting and shall furnish a copy thereof to the teacher.

- (c) **STEP THREE.** If the teacher is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) days following such meeting, the grievance shall be submitted to the Board within five (5) days after the disposition or the expiration of time for rendering the disposition (whichever is sooner). The Board will review the grievance within twenty (20) days from the date of receipt. The Board shall notify all parties of the after-school hour and place of the hearing, which hearing shall be closed to the extent allowed by law. All parties concerned shall be present at such hearing and each shall have the right to present at such hearing further statements supplementing their position. The Board shall render its written determination within five (5) days after the close of the hearing. If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to Step Four. The parties may mutually agree in writing to waive the hearing requirements of this step.
- (d) **STEP FOUR.**
- (1) If the grievance has not been resolved at the Board level, the teacher may, within five (5) days after receipt of the decision, request in writing of the President of the Association that his or her grievance be submitted to arbitration.
 - (2) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing and by filing a demand for arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings.
 - (3) The arbitrator shall hold a hearing, render his or her decision in writing to all parties in interest, setting forth his or her findings of fact, his or her reasoning and conclusions of the issues submitted and shall make appropriate compensatory awards when necessary within forty (40) days of his or her selection. The decisions of the arbitrator shall be final and binding upon all parties in interest.
 - (4) The cost for the services of the arbitrator shall be borne equally by the Board and the Association.
 - (5) The arbitrator shall have no power to add to, subtract from, or change any provisions of this Agreement.

Section 6 – Rights of Teachers to Representation.

- (a) No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.

- (b) Any teacher may be represented at Levels One and Two of the formal grievance procedure by a person of his or her own choosing except that he or she may not be represented by a representative or by an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall be immediately notified and shall have the right to be present to state its views at all stages of the procedure. Only the Association may process a grievance beyond Step Two.
- (c) The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure.
- (d) Upon the request of the teacher, the Association representative may act on behalf of the teacher at any point.

Section 7 – Miscellaneous.

- (a) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- (b) Forms for filing and processing grievances and other necessary documents shall be prepared by the Association and the Superintendent and shall be made available through the Association so as to facilitate operation of the grievance procedure.
- (c) If the Grievance occurs as the result of an action of other than the teacher's immediate superior or affects a group or class of teacher, the grievance may be initiated with the Superintendent.
- (d) The Association may initiate a grievance involving a violation, misinterpretation, or inequitable application of a provision of this Agreement commencing at Step One or Step Two as appropriate.
- (e) If the grievance involves a reprimand or demotion for disciplinary purposes, it shall be instituted at Step Three of the formal grievance procedure.
- (f) The Board of Education may initiate a grievance at Step 4 of this procedure over disputes between the Board and the Association which concern a specific provision of this Agreement.
- (g) For any grievance submitted after June 1, either party may request that (1) the grievance be expedited if a delay may result in significant harm to the grievant or district or (2) the timelines be suspended until the new school year. Neither party will unreasonably withhold approval of any such request.

ARTICLE VIII
ABSENCES WITHOUT LOSS OF REGULAR PAY

Section 1 – Sick Leave.

- (a) A sick day is hereby defined as a day of absence necessitated by illness or injury of the teacher without loss of the teacher’s normal pay for the day. Each teacher shall be allowed to accrue sick day credits at the rate of fifteen (15) sick days per employment year, up to a maximum accumulation of one hundred fifty (150) sick days. Each teacher with five (5) or more years of service in the Brookfield School System shall be allowed twenty (20) working days of sick leave with full pay each year. Sick days may only be used for illness or injury of the teacher. Sick days used will be charged against the number of sick days the teacher has accumulated.
- (b) A teacher who starts the year with a 150 day accumulation of sick leave shall not be reduced below 150 days at year end if the teacher does not use more than twenty (20) sick days during the school year.
- (c) As with any absence, the Board retains the right to verify the reason for any absence for which sick leave is requested, provided that when the Board requires a doctor’s certification as verification, it will so notify the teacher prior to the end of the period of absence in question.
- (d) Sick days will be applicable to periods of absence necessitated by physical disabilities which are pregnancy-related in the same manner as to other physical disabilities.
- (e) Absence due to illness from a communicable disease peculiar to childhood shall not be deducted from sick leave, if in the opinion of the school physician the disease was contracted in the classroom.
- (f) For any absences which are covered under the terms of the Federal Family & Medical Leave Act (“FMLA”), employees shall be required to first utilize all paid leave available for such purpose before becoming eligible for any remaining unpaid leave. The use of such paid leave shall be credited against the employee’s FMLA entitlement consistent with the terms of the FMLA.
- (g) Up to five (5) days of sick leave per year may be used to render care to an immediate family member as defined in Section 3 of this Article.

Section 2 – Emergency Days.

An “emergency day” is hereby defined as a day of absence which is necessitated by any of the following events which prevents the teacher from reporting to work as scheduled:

- (a) Marriage of self or children or of parents, siblings or siblings of spouse where attendance at ceremony requires absence of teacher from school;

- (b) Serious illness within the teacher's immediate family (as this term is defined in Section 3 of this Article) for whose care the teacher is responsible;
- (c) High school or college graduation exercises for graduation of self, spouse, son, daughter, or siblings where attendance at ceremony requires absence of teacher from school;
- (d) Birth of child by wife, requiring absence of teacher from school;
- (e) Obligatory legal reasons requiring the absence of teacher from school;
- (f) Personal matters which are necessary and unavoidable and which cannot be scheduled outside of the school day upon approval of the Superintendent;
- (g) Religious observances which require that no work be performed during the hours of the teacher's work day.

No teacher may use more than three (3) emergency days in any employment year. Additional emergency days may be granted in extreme cases subject to approval of the Superintendent.

Teachers working less than half-time will not receive emergency days.

Permission for emergency days must be requested in writing setting forth the reasons therefore, and must be submitted to the Principal at least twenty-four (24) hours prior to the requested use. If the emergency is so urgent as to make twenty-four (24) hours notice impossible, the request shall be made orally as soon as practicable either in person or by telephone, to the Principal and must later be confirmed in writing. Necessity will be decided by the Principal in response to each individual request for permission to use an emergency day or days.

Section 3 – Funeral Leave.

Each teacher shall be permitted up to three (3) days absence, without loss of normal pay, for a death in the teacher's immediate family.

Immediate family shall include the teacher's spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandchild, grandparent, brother, sister, brother-in-law, sister-in-law, stepchild or foster child.

Section 4.

Teachers working less than half time will not receive emergency days.

Section 5 – Jury Duty.

- (a) Any teacher called for jury duty will immediately notify his/her Principal. Upon request of the teacher, the matter of jury duty will be discussed between the teacher and the

Principal. The Superintendent and the Principal shall retain the right to request an exemption from or postponement of such jury day.

- (b) If the teacher is required to perform jury duty at a time when he/she is scheduled to work, his/her salary during the period of performance shall be continued in an amount which, when added to the amount he/she receives in jury duty per diem fees, will equal his/her full normal daily salary. This leave shall not be deducted from the teacher's accumulated sick days.
- (c) When a teacher who reports for jury duty is dismissed from jury duty prior to the end of the teacher's normal work day, the teacher shall call the Principal for instruction as to whether or not to report for assignment. The Principal will issue instructions according to the rule of reason in each situation on an ad hoc basis.

Section 6.

Any currently employed teacher who has at least twelve (12) years of continuous service in the Brookfield School System, shall, upon termination of employment, receive compensation for all unused and accumulated sick leave which, in any event, shall not be more than one hundred fifty (150) days, at the rate of twenty-five (\$25) Dollars per accumulated day.

Section 7.

Deductions for non-allowable absence shall be made at the per diem rate of annual salary for each day deducted.

ARTICLE IX
PROFESSIONAL DEVELOPMENT

Section 1.

The Board shall establish a staff development account in an amount not less than \$20,000 per year for the duration of this contract to cover the expense of any professional development programs approved by the Board.

Section 2.

- (a) Professional development grants may be awarded to teachers for a variety of educational programs. Examples of staff development programs include, but are not limited to, the following:
 - (1) Improvement of instructional skills
 - (2) Planning/developing new curriculum
 - (3) School and/or program evaluation activities
 - (4) Attendance at professional conferences/conventions
 - (5) Study for additional certification

- (6) Apprenticeship or internship in another organization for the purpose of developing new skills or knowledge.
- (b) To be eligible for an award the professional development grant request must be aligned to district goals.

Section 3.

Any request for approval of a professional development grant must be submitted in writing to the Professional Development Grant Screening Committee. Criteria for professional development grants shall be developed by the Professional Development Grant Screening Committee and the Superintendent.

Section 4.

A teacher shall submit in writing a request for a professional development grant to the Professional Development Grant Screening Committee comprised of a teacher from each school within the District and three (3) other persons selected by the Superintendent. Criteria for approval of staff development grants shall be established by the Superintendent and the screening committee. Granting or denying requests for professional development grants will be exclusively within the discretion of the Board. The chairperson of the screening committee shall be elected by the committee members.

ARTICLE X
PROFESSIONAL DEVELOPMENT LEAVE

Section 1.

The Board of Education may grant leaves of absence for up to one (1) year for purposes of professional development.

Section 2.

If the Board of Education grants such a leave, the teacher shall receive all insurance benefits, as provided by the collective bargaining agreement, at his/her expense according to prevailing group rates. The teacher shall receive the difference between his/her salary and the salary of the person hired to substitute for the teacher for the period of the long-term leave.

Section 3.

A request for long-term leave hereunder shall be submitted in writing to the Superintendent of Schools at least sixty (60) days before commencement of the leave. Such leaves may be granted upon the recommendation of the Superintendent and approval by the Board of Education. A teacher granted a leave must return to the service of the Board for a period of at least two (2) years or shall be required to refund any salary advanced and the cost of fringe benefits paid during the leave. To this end, a teacher shall execute a promissory note memorializing this legal

obligation. Such note shall provide for the return of the principal, interest at the legal rate, and payment of the cost of collection, including reasonable attorney's fees.

Section 4.

“Professional development” shall mean unique educational experiences such as teaching in foreign countries or other communities or states, and other similar experiences that will benefit the teacher and the school system.

Section 5.

A teacher on a leave must, prior to March 1st of the leave year, submit to the Superintendent his/her written intention to return to employment.

Section 6.

A teacher returning from a leave of absence for professional development shall be placed on the appropriate step of the salary schedule. The leave period shall be credited toward advancement on the salary schedule.

ARTICLE XI
SHORT-TERM LEAVE

Short-term leaves without pay may be granted for extenuating circumstances upon the recommendation of the Superintendent and approval by the Board. Documentation of such circumstances may be required by the Board.

ARTICLE XII
LONG-TERM LEAVES OF ABSENCE WITHOUT PAY

Section 1.

Upon recommendation of the Superintendent, the Board may, at its discretion, grant a leave of absence without pay to a teacher who has reached tenure and who has taught at least three (3) consecutive prior years in Brookfield. The teacher must submit a written request for such leave to his/her Principal at least six (6) months prior to the beginning of such leave. The notification requirement of this section will be waived by the Board when a long-term leave of absence is requested in connection with the birth or adoption of a child.

- (a) A teacher to whom such leave is granted must, at the end of the leave period, be returned to the same position or a position for which he/she is qualified, provided the teacher has prior to March 1 of the leave year, submitted to the Superintendent his/her written intention to return. If a teacher fails to return at the end of such leave, he/she will be deemed to have quit.

- (b) If the Board denies the application of a tenured teacher who has taught the three (3) consecutive prior years in Brookfield, such teacher may submit his/her resignation to the Board to become effective at the date the requested leave was to begin. Such teacher who so resigns will have his/her name placed on a preferential hiring list for a period of two (2) school years (September-June) immediately following the date of the termination of the leave. The Board will, subject to the provisions of Article XV, Reduction in Teacher Work Force and Rehire, rehire said teacher to fill an available vacancy for which the teacher is qualified in the bargaining unit during the said two (2) school year period. In order to be considered for a position at the end of the leave period, the teacher must, by no later than March 1st prior to the end of the leave, notify the Board in writing his/her desire to return. Any such teacher who refuses an offer of such position will no longer have any rights under this provision and will thereby relieve the Board of any obligation under this provision. If at the end of the leave there is an available vacancy for which the teacher is qualified in the bargaining unit, the teacher will be notified of such vacancy in writing by the Superintendent and a copy will be sent to the Association. Any teacher who resigns under this Article and accepts a full-time teaching or administrative position in another public school shall be removed from the preferential hiring list and shall forfeit any remaining rights to rehire.

Any teacher who is so rehired pursuant to this provision will, if he/she resigned during the course of a school year, be rehired at the level on the salary schedule which he or she occupied immediately prior to the resignation, and if he/she resigned as of the end of a school year, be hired at the next higher level on the salary schedule.

Section 2.

Any teacher re-hired by the Board pursuant to this Article will not be credited with any service during the leave period or any extension thereof, and no teacher on leave will be entitled to any compensation or benefits from the Board during the leave period or any extension thereof, except that a teacher on leave shall be allowed to retain the insurance benefits listed in Article V, Section I, provided the teacher pays the entire cost of such benefits.

ARTICLE XIII RESIGNATIONS

Teachers are required to give at least forty-five (45) days advance notice of their resignation. Teachers who fail to give forty-five (45) days advance notification shall forfeit their entitlement to the benefit set out in Section 6 of Article VIII.

ARTICLE XIV
SPECIALIZED DUTY POSITION

Section 1.

Definitions. "Specialized Duty Position" as used in this Article means the assignment of a teacher to an available vacancy in a position encompassed by the classifications set forth on Appendix B.

Section 2.

When the Board decides to fill a vacancy described in Section 1 above, the following procedure will apply:

- (a) Notice of vacancy, including the job title, a brief statement of qualifications for and directions as to filing of an application, shall be posted on the District's website as far in advance of filing the vacancy as feasible (ordinarily one (1) month but in no case less than two (2) weeks in advance).
- (b) Teachers who desire to apply for the posted vacancy shall file their applications in writing as prescribed in the notice.

Section 3.

The Board shall notify the Association and negotiate the impact of salary and working conditions of newly created specialized duty positions.

ARTICLE XV
REDUCTION IN TEACHER WORK FORCE AND REHIRE

Section 1.

Prior to recommending the termination of any teacher's contract of employment to effect a reduction of staff or elimination of position, the Superintendent shall attempt to avoid the need for such termination through transfer of teachers whose positions have been eliminated into existing available positions which they are qualified to fill, or through voluntary retirements and/or resignations.

Section 2.

For purposes of this Article, areas of experience shall be as follows:

- (a) pre-kindergarten through grade 8 (elementary);
- (b) grades 7 through 12 (secondary) by area of certification and
- (c) specialists, pre-kindergarten through grade 12, by area of certification.

Section 3.

In the event the Board decides to reduce the number of teaching positions in an area of experience, only contracts of teachers in that area of experience shall be subject to termination due to elimination of such position or positions.

Section 4.

A teacher shall be deemed to be within those areas of experience in which the teacher has both (1) a valid Connecticut teaching certificate and (2) at least one full school year's actual teaching experience.

Section 5.

In reducing its teaching staff, the Board will retain the most qualified teachers within each area of experience. The Board will consider the following criteria as a composite in judging which teachers are most qualified to fill the teaching positions remaining available within an area of experience.

- (a) Length of service as a teacher, both in Brookfield and elsewhere;
- (b) Job performance as determined by the Superintendent and the Principal(s) and department chairpersons involved, based upon the teacher's evaluations;
- (c) Academic preparation and degrees attained as such criteria complements overall staffing;
- (d) The teacher's versatility, special skills, and breadth of interest as indicated by:
 - (1) Multiple certification;
 - (2) Demonstrated ability to teach at an acceptably high level of proficiency in more than one academic discipline;
 - (3) Special training or experience relevant to the available assignment.

Section 6.

The Superintendent of Schools may require a teacher to take a refresher course of study within a particular area of assignment to commence within twelve (12) months of such assignment if the teacher does not have one full year's teaching experience in such area of assignment within the past five (5) years. The refresher course of study shall be not more than six (6) academic credits or shall be an appropriate in-service training program. The Superintendent shall approve the course of study. The refresher course of study shall be at the Board of Education's expense.

Section 7.

Notwithstanding the above, in no event shall a teacher who has attained tenure be terminated if a non-tenured teacher holds a position for which the tenured teacher is certified and qualified.

Section 8.

Any provision of this Article to the contrary notwithstanding, the Board will not terminate the contract of a teacher who, as of the proposed effective date of the termination in question, has twelve (12) or more years of service as a teacher in Brookfield prior to terminating the contract of any teacher in the same area of experience who has fewer than twelve (12) years of service in Brookfield, provided that the teacher with twelve (12) or more years of service in Brookfield is qualified to hold the position available within that same area of experience.

Section 9.

- (a) Any teacher whose contract of employment is terminated pursuant to the terms of this Article shall be placed on a preferential hiring list and shall remain on such list for thirty-six (36) months provided the teacher notifies the Superintendent prior to March 1 of each year of his/her desire to remain on such list.
- (b) Any person on the rehire list who accepts a full-time teaching position in any other public school system may, at the Board's discretion, be removed from the rehire list, and the Board shall have no further obligations in respect to rehire of persons so moved.

Section 10.

- (a) When a teaching position in an area of experience becomes available, the Board shall determine the qualifications for that position. The Superintendent shall notify all persons on the rehire lists who are certified and qualified for that area of experience of the available position by mailing notice thereof by certified mail, return receipt requested, postage prepaid, to the most recent address furnished by such person to the Superintendent.
- (b) The persons so notified who wish to be considered for the available position shall, within ten (10) days of delivery of such notice to the address furnished to the Superintendent, submit an application for the position. Failure or refusal of a person to apply for such position shall result in that person's name being removed from all rehire lists provided the position offered was financially equivalent to the position that the teacher last held.
- (c) The Board will offer an available position to certified and qualified applicants for the position in the following order:

- (1) Those certified and qualified applicants on the rehire list who are former full-time teachers in Brookfield and were involuntarily assigned to part-time positions in Brookfield in connection with a reduction in staff;
- (2) Other certified and qualified applicants on the rehire list based upon a reversal of the order of staff reduction.

In choosing between two or more applicants within group 1, the Board will offer the available position to the qualified applicant from that group who, based on criteria set forth at Section 5 of this Article, the Board determines to be the most qualified person to fill the available position.

Section 11.

Any person on a rehire list whom the Board rehires pursuant to this Article shall have reinstated all of his or her accumulated sick leave days not used at the time his or her contract of employment was terminated.

Section 12.

- (a) Persons on the rehire list rehired in the same fiscal year in which their contract of employment was terminated pursuant to this Article will be rehired at the same salary step they occupied prior to termination of their contract.
- (b) Persons on the rehire lists rehired in a fiscal year subsequent to the fiscal year in which they were terminated and who worked at least ninety (90) days in the fiscal year in which they were terminated will be rehired at the same salary step they would have occupied had their contract of employment not been terminated.
- (c) Persons on the rehire list rehired in a fiscal year subsequent to the fiscal year in which their contract of employment was terminated and who worked fewer than ninety (90) days in the fiscal year in which their contract was terminated will be rehired at a salary one step below the salary step they would have occupied had their contract not been so terminated.

Section 13.

The Superintendent will provide to the Association by October 15 of each year an updated list of teachers in order of date of hire.

ARTICLE XVI
EMPLOYMENT YEAR

Section 1.

The scheduled employment year for teachers returning to the system shall be for not more than one hundred eighty-seven (187) days, and for teachers new to the system not more than one hundred ninety (190) days as scheduled by the Superintendent. At least one of the work days for teachers will be scheduled during the period between the opening of school for pupils and the closing of school for pupils on a day when pupils are not schedule to be in school or on the first weekday following the closing of school for pupils. Teachers will participate in the planning of the program or programs to be conducted on such day. Up to one hundred and eighty four (184) days may be used for student instruction or as non-instructional days at the discretion of the Board of Education.

Three (3) days shall be non-instructional and may be of a longer duration than the teacher's work day during the school year. In such an event, the provisions of Article XVII, Section 3 are not applicable. These additional days may be used to satisfy the certification requirements as such requirements are set forth in the Education Enhancement Act, Public Act 86-1.

Section 2.

Effective July 1, 2003 and thereafter, the Superintendent may, at his or her discretion, excuse a teacher from attending scheduled professional development days during the employment year if such teacher agrees to attend and fully completes professional development work sponsored by the district's professional development academy. BEA appointed representatives shall have input into the substance of the academy's program and workshops. The academy shall hold workshops at times specified by the Superintendent and workshops may exceed the length of professional development work scheduled under Section 1. Other teachers may attend the professional development academy upon approval of the Superintendent and without compensation.

ARTICLE XVII
WORK HOURS

Section 1.

The teacher shall be in their classrooms or at an assigned duty outside of the classroom a minimum of ten (10) minutes prior to the start of the student school day for supervision of students.

Section 2.

The Board of Education retains the right to change the start and/or the end of a teacher's work day so as to afford opportunities to students to take course work not otherwise available during the school day. A change in the start or the end of the work day pursuant to this Section shall not increase or decrease the number of hours within a work day. Teachers and the Association will be notified in writing of any change in the work day, pursuant to this Section, at least two weeks prior to the effective date of such change. Effective the 2009-2010 school year, the student day will increase by 10 minutes.

Section 3.

- (a) The work day, including starting and ending hours shall be as set forth in administrative regulations. At any time, the Board may extend the work day beyond that in effect for the 2009-10 school year by fifteen (15) minute increments. In the event a teacher's work day is extended pursuant to this Section for reasons other than to accommodate an extended student day the teacher shall receive additional compensation for each fifteen (15) minute increment as follows:

A per diem amount based upon $2.5\% \times$ the teacher's salary (Appendix A)

e.g. $0.025 \times$ (salary divided by days in work year) = per diem amount

In the event the work day is extended as a result of an extended student day, the parties shall bargain the impacts in accordance with the Teacher's Negotiations Act.

- (b) Current practices regarding after school day responsibilities, such as planning and placement team meetings, workshops, and other practices shall not be considered extensions of the work day.

Section 4

- (a) The assignment of teachers to daily teaching responsibilities shall be the responsibility of the Superintendent of Schools or designee. The Superintendent or designee shall make every reasonable effort to assign work day duties that occur before and after school to those teachers with the least amount of teaching responsibilities. The provisions of Article XVIII and Article XIX, Section 1 shall be adhered to when making such assignments.
- (b) In the event a teacher assumes the classroom duties of another teacher, he or she shall be reimbursed at a rate of \$30 per class period, provided that such reimbursement shall be \$60 per class period for double period classes resulting from block scheduling.

ARTICLE XVIII
DUTY-FREE LUNCH

Section 1.

All teachers shall have an uninterrupted duty-free lunch period daily. The lunch period shall be at least the same duration as that of the student and not less than thirty (30) minutes.

Section 2.

Teachers are free to leave the school during the lunch period upon notification to a designated person in the school office.

ARTICLE XIX
PREPARATION PERIODS

Section 1.

All full-time teachers shall have, in addition to their lunch period, an assignment-free preparation period in each normal work day which periods shall total at least 150 minutes in a five day, normal work week.

Section 2.

The preparation period shall be so arranged to preserve the best teaching-learning conditions, dependent upon such factors as available personnel, physical facilities, and financial abilities.

Section 3.

The provisions set forth herein will not preclude the Board from engaging in experimental programs which may involve, on a team, grade, or school basis, variations in the preparation periods set forth above after prior approval of the teachers affected, which approval shall not be unreasonably withheld.

ARTICLE XX
CLASS SIZE

Section 1.

It is the desire of the Board to maintain, wherever possible, classes of a size that will preserve the best teaching-learning conditions, dependent upon such factors as available personnel, physical facilities, financial abilities, etc.

Section 2.

Wherever questions arise or circumstances may indicate the need, the Board shall seek the advice of the Principal and the affected teacher.

ARTICLE XXI
TRANSFERS

Section 1.

Transfers may be voluntary or involuntary. A transfer is defined as a change in assignment which results in a move from one school building to another building. Teachers who are assigned by program (e.g., art, music, physical education, special education) rather than by building are an exception to this definition. For program staff, a transfer is a change in assignment that results in a change from one program to another or from a program assignment to a regular building classroom position.

Section 2.

Involuntary Transfers. Prior to effecting an involuntary transfer of a teacher from one school to another, the Superintendent shall notify the teacher of the transfer and if the teacher requests, discuss the transfer with the teacher and provide reasons for the transfer. If desired by the teacher, the reasons will be in writing.

- (a) When making transfers, the needs of the students, competence of the teacher, experience pertinent to the assignment, preparation, years of continuous teacher experience in the Brookfield School System, any special needs of the district, and the tasks set forth in the job description shall be considered.

Section 3.

Voluntary Transfers. Teachers who desire a transfer shall file a request for transfer with the Superintendent no later than March 1 of the current year setting forth the reasons for the request and the destination sought.

- (a) When making transfers, the needs of the students, competence of the teacher, experience pertinent to the assignment, preparation, years of continuous teacher experience in the Brookfield School System, any special needs of the district, and the tasks set forth in the job description shall be considered.

ARTICLE XXII ASSIGNMENTS

Section 1.

The assignment of teachers within the school system is the responsibility of the Superintendent of Schools.

Section 2.

- (a) Teachers shall be notified in writing of the grade, subject(s), position, and school(s) to which they will be assigned as soon as practicable and under normal circumstances not later than two weeks prior to the last scheduled work day of the current school year, provided the Board of Education budget has been finally approved for the ensuing fiscal year. In the event of a change in circumstances or conditions after assignment notification, assignments may be changed as required to meet the situation, and the teacher will be notified as soon as possible.
- (b) When making a change in assignment, the Principal shall notify the teacher of the assignment and if the teacher requests, discuss the assignment and provide reasons for the change. If desired by the teacher, the reasons will be in writing.

Section 3.

When making a change in assignment, the needs of the students, the competence of the teacher, experience pertinent to the assignment, preparation, years of continuous teaching experience in the Brookfield School System, any special needs of the District, and the tasks set forth in the job description shall be considered.

Section 4.

All assignments are tentative until such time as the Board's budget is approved by the town.

Section 5.

The BEA President shall be relieved of all duties beyond normal instructional duties or duties associated with his or her instructional or classroom duties.

ARTICLE XXIII
PROMOTION AND VACANCIES

Section 1.

Vacancies, as defined in this Section, shall mean positions within the bargaining unit which are open as a result of death, retirement, discharge, resignation, the creation of a new position, or leaves of absence of a full school year's duration.

Section 2.

When the Board decides to fill a vacant position, it will post notice of the vacancy on the District's website for a two week period. The two week notice requirement shall not apply to vacancies which arise after the close of school.

Section 3.

The notice of vacancy shall set forth the qualifications and general responsibilities for the position.

Section 4.

In filling all promotions and vacancies, the needs of the student, the competence of the teacher, experience pertinent to the vacancy or promotion, preparation, years of continuous teaching experience in the Brookfield School System, any special needs of the district, and the tasks set forth in the job description shall be considered.

Section 5

Where a need to fill a vacancy arises during the summer months, notification shall be posted on the District's website.

ARTICLE XXIV
TEACHER FACILITIES

The Board and the Association agree that each school will have the following facilities:

- (a) Space in which teachers may safely store instructional materials and supplies.
- (b) A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- (c) An appropriately furnished room which shall include a telephone, to be used as a faculty lounge, said room to be in addition to the aforementioned teacher work area.

- (d) Well-lighted and clean teacher restrooms, with separate facilities for men and women.
- (e) Adequate parking space located at each school.
- (f) Photocopying machines and word processors in each school building shall be made available for use of teachers in preparing instructional materials.
- (g) A serviceable desk and chair for the teacher in each classroom. It is not the intent of this provision to require more than one teacher's desk in each classroom.
- (h) Individual mail receptacles for each teacher.

ARTICLE XXV
GENERAL MISCELLANEOUS

Section 1 - Evaluation.

The Association will provide representatives (one teacher per building) on the Core Committee which works under the direction of the Superintendent on the subject of evaluations.

Section 2 - Teacher's Manual.

The Board shall provide each teacher with a Teacher's Manual which shall include the complete text of this Agreement and the Specialized Duty List and the Pay Rate Guidelines for Special Programs.

Section 3 - Protection of Teachers.

- (a) Teachers shall report immediately in writing to their Principal and to the Central Office all cases of assault or threat to safety suffered by them in connection with their employment.
- (b) Such report shall be forwarded through the Superintendent to the Board which shall comply with any request from the teacher for information in its possession not privileged under law which relates to the incident or the person involved.
- (c) Existing state statutes related to teachers will apply.

Section 4 - Consultation.

To improve their working relationship, the Board and the Association shall meet informally to discuss matters of mutual concern relating to matters of educational and personnel concerns not addressed in this Agreement provided the Association submits an agenda in writing at least two (2) weeks prior to the Board of Education meeting. The Board shall not be prevented from

inviting members of the administration to participate in such decisions. Such meetings shall be held in Executive Session when permitted by State Law.

Section 5.

- (a) No material originating after employment shall be placed in a teacher's personnel file unless the teacher has been notified. The teacher may submit a notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- (b) Any substantive complaint made against a teacher by a parent, student, or other person, shall be called to the attention of the teacher, unless otherwise provided by law. In no case shall an anonymous complaint be placed in a teacher's file. Notwithstanding any provision of this agreement, teacher evaluations shall not be subject to the grievance procedure.
- (c) All disciplinary action other than that governed by Connecticut General Statutes §10-151, et seq. shall be for just cause. The parties agree that evaluations are not disciplinary.

Section 6.

Travel expenses (mileage) incurred in the conduct of approved school business shall be reimbursed at current IRS rates.

Section 7.

The Board will make the following information available on the District's website:

- **Summer school position vacancies**
- **Specialized duty position vacancies**
- **Link to the employee assistance program**
- **Pay rate guidelines**
- **Educator evaluation plan with a separate posting of the dispute resolution process**

ARTICLE XXVI
SEVERABILITY

In the event that any provisions of the Agreement are ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect unless the provision or portion ruled invalid renders other portions not feasible to retain in full force and effect.

ARTICLE XXVII
DUES DEDUCTION AND SERVICE FEE DEDUCTION

- (a) Conditions of Continued Employment
All teachers employed by the Brookfield Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of the Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
- (b) Deductions.
The Brookfield Board of Education agrees to deduct from each teacher an amount equal to the Association membership dues or service fees by means of payroll deductions. The amount of the deduction from each paycheck shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in September through and including the last paycheck in June. The amount of the deduction for service fees from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year. The amount of service fees shall be certified by the Association to the Board of Education prior to January 1st of each school year.
- (c) Subsequent Employment
Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.
- (d) Forwarding of Monies
The Board of Education agrees to forward to the Association by the 30th of each month a check for the amount of money deducted during that month. The Board shall include with such a check a list of teachers for whom such deductions were made.
- (e) Lists
No later than the first paycheck in October of each school year, the Board of Education shall provide the Association with a list of all bargaining unit employees of the Board of Education and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.
- (f) The Association agrees to indemnify and hold the Board harmless against any liability, claim or cost, including reasonable attorneys' fees which may arise by reason of any action taken by the Board in complying with the provisions of this Section.

(g) Reference to Association

The singular reference to the “Association” herein shall be interpreted as referring to the Brookfield Education Association, the Connecticut Education Association, and the National Education Association.

ARTICLE XXVIII
DURATION

Section 1.

This Agreement shall be in effect July 1, 2015 through June 30, 2017, when it shall expire.

Section 2.

In the event that the Board and the Association shall fail to secure a successor agreement prior to the termination of the Agreement, this Agreement shall remain in effect until a successor agreement is signed, but such holdover period shall not exceed one (s) school year.

APPENDICES A AND B

Section 1.

Salaries and compensation for extra duty for the fiscal years ending June 30, 2016, and June 30, 2017 will be payable to teachers according to the attached Appendices A and B. During the duration of this Agreement, no newly hired teacher shall be initially placed on a step higher than any teacher currently in the system who was hired before July 1, 1995, and who has the same teaching experience.

On July 1, 2015 and on July 1, 2016, each employee who was not on the maximum of his or her salary range shall advance one-half (1/2) of one (1) salary step.

For the Brookfield Board of Education

For the Brookfield Education Association

For the Brookfield Board of Education

For the Brookfield Education Association

APPENDIX "A"
JUNE 30, 2015 - JUNE 30, 2016 SALARY SCHEDULE

BROOKFIELD							
2015-16 1.3% and half step 6/30/2015 - 6/30/2016							
	BA	BA+15	BA+30	MA	MA+15	6THYR	PHD
Step							
1.0	48,011	48,938	49,517	50,991	52,474	54,834	56,172
1.5	49,031	49,978	50,582	52,087	53,602	56,012	57,378
2.0	50,050	51,018	51,646	53,184	54,729	57,191	58,585
2.5	51,114	52,102	52,756	54,327	55,906	58,420	59,843
3.0	52,178	53,186	53,866	55,470	57,083	59,649	61,101
3.5	53,286	54,315	55,024	56,663	58,309	60,932	62,413
4.0	54,394	55,445	56,182	57,855	59,536	62,214	63,725
4.5	55,550	56,623	57,389	59,099	60,815	63,552	65,093
5.0	56,706	57,801	58,597	60,342	62,095	64,889	66,462
5.5	57,910	59,029	59,857	61,640	63,430	66,284	67,889
6.0	59,115	60,256	61,116	62,937	64,764	67,679	69,317
6.5	60,371	61,536	62,430	64,290	66,156	69,133	70,805
7.0	61,627	62,816	63,744	65,642	67,548	70,588	72,294
7.5	62,936	64,151	65,114	67,054	68,999	72,105	73,846
8.0	64,245	65,485	66,484	68,465	70,451	73,623	75,399
8.5	65,610	66,877	67,913	69,937	71,965	75,205	77,018
9.0	66,974	68,268	69,342	71,408	73,479	76,787	78,637
9.5	68,397	69,718	70,833	72,944	75,058	78,438	80,326
10.0	69,820	71,168	72,323	74,479	76,638	80,089	82,015
10.5	71,304	72,680	73,878	76,080	78,285	81,810	83,776
11.0	72,787	74,192	75,433	77,681	79,932	83,532	85,537
11.5	75,384	76,839	77,054	79,351	81,649	85,328	87,374
12.0	77,981	79,486	78,676	81,021	83,367	87,123	89,211
12.5			80,367	82,762	85,159	88,996	91,127
13.0			82,058	84,503	86,951	90,868	93,043
13.5			85,006	87,540	90,075	94,134	96,384
14.0			87,955	90,577	93,199	97,399	99,725

All eligible for step movement move to next half (.5) Step

APPENDIX "A"
JUNE 30, 2016 - JUNE 30, 2017 SALARY SCHEDULE

BROOKFIELD							
2016-17 1.3% and half step 6/30/2016 - 6/30/2017							
	BA	BA+15	BA+30	MA	MA+15	6THYR	PHD
Step							
1.0	48,635	49,574	50,161	51,654	53,157	55,547	56,902
1.5	49,668	50,628	51,239	52,765	54,299	56,740	58,124
2.0	50,701	51,681	52,317	53,875	55,441	57,934	59,346
3.0	52,856	53,877	54,567	56,191	57,825	60,425	61,895
4.0	55,101	56,165	56,912	58,608	60,310	63,023	64,553
5.0	57,443	58,552	59,359	61,127	62,902	65,732	67,326
6.0	59,883	61,040	61,911	63,755	65,606	68,558	70,218
7.0	62,428	63,633	64,573	66,496	68,426	71,506	73,234
8.0	65,081	66,337	67,348	69,355	71,367	74,580	76,379
9.0	67,845	69,156	70,243	72,337	74,434	77,786	79,659
10.0	70,728	72,094	73,263	75,447	77,634	81,130	83,081
11.0	73,733	75,157	76,414	78,691	80,971	84,618	86,649
12.0	78,994	80,519	79,698	82,074	84,451	88,256	90,371
13.0			83,125	85,602	88,081	92,049	94,253
14.0			89,098	91,755	94,411	98,665	101,021

All eligible for step movement move to next full Step
Teachers who were hired at Step 1 in 2015-2016 will move to Step 1a in 2016-2017

APPENDIX "B"
PAY SCHEDULE FOR EXTRA DUTY

1.3% Increase in 2015-2016 and in 2016-2017

Classification			2015-2017
1			\$1,481
2			\$1,892
3			\$2,385
4			\$2,858
5			\$3,782
6			\$4,237
7			\$4,556
8			\$5,960
9			\$6,598

APPENDIX B
2014-2015
EXTRA PAY POSITIONS - CURRICULUM

POSITION	SCHOOL	CLASS
Academically Talented Coordinator	CES/HHS	5
Assistive Technology Coordinator	District	5
Audio-Visual Coordinator	BHS	5
Curriculum Leader, Fine Arts K-12	System	6
Curriculum Leader, Health/P.E. K-12	System	6
Curriculum Support Teacher CES	System	7
Curriculum Support Teacher HHES	System	7
Curriculum Support Teacher WMS	System	7
Dept. Chair - Guidance	BHS	6
Dept. Chair - Special Education	BHS	9
Dept. Chair - Special Education	CES	9
Dept. Chair - Special Education	HHS	9
Dept. Chair - Special Education	WMS	9
ELL Coordinator	CES	3
ELL Coordinator	HHES	3
ELL Coordinator	WMS	3
ELL Coordinator	BHS	3
Ninth Grade Transition Coordinator	BHS	5
School Data Team Coordinator	CES	4
School Data Team Coordinator	HHES	4
School Data Team Coordinator	WMS	4
School Data Team Coordinator	BHS	4
School/Work Transition Coordinator	BHS	7
SRBI Coordinator	CES	4
SRBI Coordinator	HHES	4
SRBI Coordinator	WMS	4
SRBI Coordinator	BHS	4
Team Leader - Applied Ed.	BHS	5
Team Leader - Fine Arts	BHS	5
Team Leader - Guidance	BHS	5
Team Leader - Math	WMS	5
Team Leader - Science	BHS	5
Team Leader - Unified Arts	WMS	5
Team Leader - World Languages	BHS	5
Team Leader - World Languages	WMS	5

EXTRA PAY POSITIONS - ADVISORS

POSITION	SCHOOL	CLASS
Activities Organizer	WMS	1
Anime Advisor	BHS	1
Art Club	BHS	1
Chess Advisor	HHES	1
Choral Activities Coordinator	BHS	5
Class Advisor Gr. 10 (Sophomore)	BHS	1
Class Advisor Gr. 11 (Junior)	BHS	2
Class Advisor Gr. 12 (Senior)	BHS	2
Class Advisor Gr. 9 (Freshman)	BHS	1
Color Guard Asst. Instructor - Fall/Winter	BHS/WMS	3
Color Guard Director (Fall/Winter)	BHS	5
Color Guard Instructor - Fall/Winter	BHS/WMS	4
Cup Stacking coordinator	HHES	1
DECA Advisor	BHS	2
Drama Club Advisor	HHES	1
Drama Club Advisor	WMS	1
Drama Club Advisor	BHS	5
Future Teachers of America Advisor	BHS	1
Gay-Straight Alliance Advisor	BHS	1
Great Books Coordinator	HHES	1
Homework Helpers Coordinator	HHES	1
Key Club	BHS	1
Literary Magazine Advisor	BHS	1
Literary Magazine Advisor	WMS	1
Marching Asst. Instructor	BHS	1
Marching Band Director	BHS	9
Marching Instructor	BHS	2
Math League Coordinator	WMS	1
Math Team Advisor	BHS	1
MathCounts coordinator	WMS	1
National Honor Society Advisor	BHS	6
National Honor Society Advisor - French	BHS	1
National Honor Society Advisor - Spanish	BHS	1
Newspaper Advisor	HHES	1
Newspaper Advisor	WMS	1
Newspaper Advisor	BHS	2
Odyssey/Mind Coordinator	HHES	2
Odyssey/Mind Coordinator	WMS/BHS	2
Peer Counseling Advisor	BHS	6
Peer Counseling Asst. Advisor	BHS	1

POSITION	SCHOOL	CLASS
Peer Mediation Coordinator (Gr. 5 & 6)	WMS	1
Peer Mediation Coordinator (Gr. 7 & 8)	WMS	1
Percussion Instructor	BHS	2
Rise and Shine Coordinator	HHES	1
Robotics Assistant Coordinator	BHS	4
Robotics Coordinator	BHS	5
SADD Advisor	BHS	1
Science Fair Coordinator	CES	1
Science Fair Coordinator	HHES	1
Student Council Advisor	HHES	3
Student Council Advisor	BHS	7
Student Council Advisor - Lower House	WMS	3
Student Council Advisor - Upper House	WMS	3
Students of Service Advisor	BHS	1
Teacher Mentor #1	BHS	1
Teacher Mentor #1	CES	1
Teacher Mentor #1	HHES	1
Teacher Mentor #1	WMS	1
Teacher Mentor #2 (1/2 of class 1)	BHS	1
Teacher Mentor #2 (1/2 of class 1)	CES	1
Teacher Mentor #2 (1/2 of class 1)	HHES	1
Teacher Mentor #2 (1/2 of class 1)	WMS	1
Teacher Mentor #3 (1/2 of class 1)	BHS	1
Teacher Mentor #3 (1/2 of class 1)	CES	1
Teacher Mentor #3 (1/2 of class 1)	HHES	1
Teacher Mentor #3 (1/2 of class 1)	WMS	1
Yearbook Advisor	HHES	1
Yearbook Advisor	WMS	2
Yearbook Advisor - Fall	BHS	4
Yearbook Advisor - Spring	BHS	4

EXTRA PAY POSITIONS - ATHLETIC

POSITION	SCHOOL	CLASS
Athletic Coordinator	BHS/WMS	10
Baseball Assistant Coach, Varsity	BHS	3
Baseball Coach, Freshman	BHS	3
Baseball Coach, J.V.	BHS	3
Baseball Head Coach, Varsity	BHS	7
Basketball Coach, Boys' Gr. 6,7,8	WMS	3
Basketball Coach, Boys' Gr. 9	BHS	3
Basketball Coach, Girls' Gr. 6,7,8	WMS	3
Basketball Coach, Girls' Gr. 9	BHS	3
Basketball Coach, Girls' J.V.	BHS	5
Basketball Coach, J.V. Boys	BHS	5
Basketball Head Coach, Boys' Varsity	BHS	8
Basketball Head Coach, Girls' Varsity	BHS	8
Cheerleading Coach, Cheer Squad	WMS	1
Cheerleading Coach, Competition Squad	WMS	1
Cheerleading Coach, J.V. (Fall)	BHS	1
Cheerleading Coach, J.V. (Winter)	BHS	1
Cheerleading Head Coach, Varsity (Fall)	BHS	3
Cheerleading Head Coach, Varsity (Winter)	BHS	4
Cross Country Coach, Boys' Gr. 6,7,8	WMS	3
Cross Country Head Coach, Boys' Varsity	BHS	5
Cross Country Head Coach, Girls' Varsity	BHS	5
Dance Team Advisor (Fall)	BHS	1
Dance Team Advisor (Winter)	BHS	1
Field Hockey Coach, Gr. 6,7,8	WMS	3
Field Hockey Coach, Gr.9	BHS	3
Field Hockey Coach, J.V.	BHS	3
Field Hockey Head Coach, Varsity	BHS	7
Football Head Coach, Varsity	BHS	9
Football, Assistant Coach, Varsity	BHS	7
Golf Head Coach, Varsity	BHS	4
Ice Hockey Coach, Assistant	BHS	5
Ice Hockey Head Coach, Varsity	BHS	8
Lacrosse Coach - Freshman	BHS	3
Lacrosse Coach, Boys' J.V.	BHS	3
Lacrosse Coach, Girls' J.V.	BHS	3
Lacrosse Head Coach, Boys' Varsity	BHS	7
Lacrosse Head Coach, Girls' Varsity	BHS	7
Soccer Coach, Boys 6,7,8 "A"	WMS	3
Soccer Coach, Boys' J.V.	BHS	3

POSITION	SCHOOL	CLASS
Soccer Coach, Girls 6,7,8	WMS	3
Soccer Coach, Girls' J.V.	BHS	3
Soccer Head Coach, Boys' Varsity	BHS	7
Soccer Head Coach, Girls' Varsity	BHS	7
Softball Asst. Coach, Varsity	BHS	3
Softball Coach, Freshman	BHS	3
Softball Coach, JV	BHS	3
Softball Head Coach, Varsity	BHS	7
Swim Team Asst. Coach, Boys' Varsity	BHS	4
Swim Team Asst. Coach, Girls' Varsity	BHS	3
Swim Team Head Coach, Boys' Varsity	BHS	8
Swim Team Head Coach, Girls' Varsity	BHS	7
Tennis Head Coach, Boys' Varsity	BHS	4
Tennis Head Coach, Girls' Varsity	BHS	4
Track Indoor Head Coach - Boys	BHS	5
Track Indoor Head Coach - Girls	BHS	5
Track Indoor, Assistant Coach, Boys	BHS	2
Track Indoor, Assistant Coach, Girls	BHS	2
Track Outdoor Assistant Coach, Boys	BHS	5
Track Outdoor Assistant Coach, Girls	BHS	5
Track Outdoor Coach, Boys'	WMS	3
Track Outdoor Coach, Girls'	WMS	3
Track Outdoor Head Coach, Boys' Varsity	BHS	7
Track Outdoor Head Coach, Girls' Varsity	BHS	7
Volleyball Coach, Freshman	BHS	3
Volleyball Coach, J.V.	BHS	3
Volleyball Head Coach, Varsity	BHS	7
Wrestling Coach, J.V.	BHS	3
Wrestling Head Coach, Varsity	BHS	8

Teacher Mentor

There shall be three (3) levels of Teacher Mentor Extra Pay Positions. Level 1 shall be for a two (2) year assignment. The Level 1 position shall be compensated based upon a Class 1 stipend which shall be paid out in two (2) equal installments during the two (2) year period. Level 2 and Level 3 Teacher Mentor assignments shall be one (1) year assignments and shall be paid at the rate of one-half (1/2) of a Class 1 stipend.

Color Guard Director

The Extra Pay Positions of Color Guard Director (Fall) and Color Guard Director (Winter) shall be consolidated into one (1) Color Guard (Fall/Winter) assignment which shall receive one extra pay stipend at the Class 5 rate.