Brookline Educators Union
Unit A Package Proposals to Brookline School Committee
November 18, 2021

The BEU reserves the right to modify, add or remove any proposals if package is not accepted. The BEU is not withdrawing any earlier proposals unless there is agreement on this package proposal.

MEMORANDUM OF AGREEMENT
BETWEEN
THE
BROOKLINE SCHOOL COMMITTEE
AND
THE BROOKLINE EDUCATORS UNION – UNIT A
November 18, 2021

The Brookline School Committee ("Committee") and the Brookline Educators Union – Unit A ("BEU") agree to extend their 2019-2020 collective bargaining agreement through August 31, 2023, with the following changes:

1. **Article 13: Duration**
   - A. Revise the first paragraph to provide for an agreement covering the period from September 1, 2020, through August 31, 2023.
   - B. Update dates in the second and third paragraphs. (housekeeping)

2. **Compensation**

Year 1/2020-2021:
2% COLA, retro to day 91 of the 2020-2021 school year
COLA 1% retro to 8/31/2021

Year 2/2021-2022:
3% COLA retro to 9/1/2021

Year 3/2022-2023:
3% COLA effective 9/1/2022

3. Appendix B
- A. Effective 8/30/2023, increase stipends in Appendix B, Sections B.2, B.3 and B.4 by 10%
- B. Effective 9/1/2022, change the workshop rate in Appendix B.7 to the following:

For Participants	$35.00
For Leaders	$40.50

- C. Effective 9/1/2022 increase stipends in Appendix B, Section 8.A Coaching Stipends in the parties 2016-2019 CBA by 5%.
- D. Effective 9/1/2022 increase stipends in Appendix B, Section 8.B Advisor Stipends and Section 8.C Other Advisors in the parties 2016-2019 CBA by 10%.

4. **New Article: RETENTION OF UNDERREPRESENTED STAFF**
   A. The superintendent, and any additional administrators, shall meet with employees designated by the BEU President at least quarterly, to hear feedback and discuss suggestions regarding issues of racial justice, equality, equity, diversity and inclusion with the goals of attracting and retaining a more diverse pool of employees and ensuring equitable education opportunities to all students.

   B. The parties have a mutual commitment to the retention of educators of underrepresented groups. In order to effectuate such commitment, the Superintendent shall consider granting PTS to educators of underrepresented groups as soon as allowed under law. The Superintendent shall produce an annual (PTS / Seniority) report to the parties, including the educator or educators' immediate supervisor(s) and primary evaluator(s), at least 6 (six) weeks prior to those considerations.

5. Article 4.3: Teaching Hours and Teaching Loads

Amend to incorporate the following concept:

Each Unit A member will have no less than one contiguous 45-minute preparation period per day. In addition to the daily preparation periods, in lieu of duties, each Unit A member will be provided with no fewer than two 45-minute Common Planning Times per week, to be used for collaborative work such as team meetings or consultations.

6. Joint Labor Management Committee on Full Time Equivalent (FTE)

For the success of the JLMC there will be agreement on process, measurable goals and products, and membership. The JLMC members shall be stipended (hourly workshop rate) for attendance at JLMC meetings. The JLMC meetings shall be held outside of the contractual workday. This stipend does not apply to guests and ex-officio participants at JLMC meetings.

Process:

In order to be a truly collaborative team, the meetings need to be jointly facilitated between the district and the BEU. This includes the expedition of the meetings as well as the development of the agendas. Norms for working together need to be developed as a team and enforced by the members of the team. In order to fully understand any issue brought before the JLMC, qualitative and quantitative data must be collected. The use of anecdotal evidence alone is insufficient to support recommendations.

Measurable Goals and Product:

The goals and outcomes for JLMC need to be clearly defined.

- The goal in the first phase is to review and come to an understanding of the current language in section 4.3-4.8 of the CBA.
- The JLMC will also review all side letters and other memoranda of agreement to the extent they exist regarding the FTE for classroom teachers, caseload educators, Unit A

administrative/program leader assignments, and specialists represented by Unit A; the outcome is to identify parameters of what an FTE represents in these areas.

- The JLMC will undertake a comprehensive analysis of tasks/activities, time on task, and combined workload.
- The JLMC will use the data from the analysis to propose additional/revised language for future negotiations regarding FTEs for classroom teachers and specialists represented by Unit A.
- The committee will meet at least six times during the work year. The committee shall present its recommendations on "FTEs for Units A" in a report to the PSB school committee no later than the end of December 2022. If consensus cannot be reached in the JLMC by this time, then two reports may be presented to the PSB school committee. The report(s) may be used in contract negotiations for the successor agreement to this contract. Superintendent of Schools/designee and the BEU president are invited as ex-officio members for status updates and input from either/both.

Membership:

The JLMC shall consist of 6 representatives from each party. The membership of the JLMC will remain consistent and be representative of the positions under review; however, a party may replace a JLMC member who is no longer an employee of the District. Either side may invite up to two teachers and/or any other school personnel per session as guests to present relevant information to the JLMC.

7. **Article 5.4 – Requests for Leaves, Extensions or Renewals.** (Housekeeping)

Amend Article 5.4 as follows (deleted language struck; new language underlined):

5.4 Requests for Leaves, Extensions or Renewals. All requests for leaves, extensions or renewals of leaves shall be made ~~in writing (or via e-mail)~~ <u>electronically using the document for this purpose through the Human Resources Department</u> and responded to ~~in writing~~ <u>by email</u>. Requests for such leaves and renewals shall be submitted to the Superintendent or ~~his/her~~ designee <u>using the electronic document</u> with a copy to the teacher's immediate ~~superior~~ <u>supervisor</u> by February 1 prior to the commencement of the leave, whenever possible. If such submission is delayed to not later than March 15, the Superintendent shall approve such request if the delayed submission is due to extenuating circumstances of the individual applicant as reasonably determined by the Superintendent. Notwithstanding any provisions of Section 5.6 (A), (B), (C in case of enlistment only), (F) or (H) of this Agreement to the contrary but subject to applicable laws, the Superintendent shall not be required to grant a leave of absence requested after July 31.

8. **Housekeeping**:

A. Replace all references to “Headmaster” with “Principal” and replace all references to “Assistant Superintendent for Human Resources” with “Director of Human Resources”.
B. Article 1.2 D (p. 2): Delete in its entirety and replace with “This Section D intentionally left blank.” (obsolete language)
C. Article 3.6.B i: Replace “Superintendent” with “Director of Human Resources” and replace “and upon approval by the BSC” with “and upon approval by the Superintendent” (pp. 4-5)
D. Article 3.6D: Delete the first three paragraphs in Section D (already implemented). (p. 6)
E. Article 3.7 (p. 8): Delete “and delivered in envelopes” (See 3.8 on p. 8)
F. Article 3.18 (p. 12): Replace “in each school building” with “on the District’s website”.
G. Article 3.21B: Delete the first sentence. (obsolete language) (p. 13)
H. Article 4.2: Delete the first paragraph and the following from the beginning of the second paragraph: “Effective with the start of the 2017-2018 work year, replace the prior sentence with:”. (p. 15)
I. Article 4.3A (p. 16): Delete Subparagraph A.vii and add “and Pre-School teachers” after the words “Pre-Kindergarten teachers” in subparagraph A.vi.
J. Article 4.3I: Delete the first paragraph prior to “Effective at the start of the 2018-2019 school year…” (p. 19)
K. Delete #6 under Side Letters of Agreement (p. 55) in its entirety and move the paragraph to the end of Article 4.3.A.ii