

MEMORANDUM OF AGREEMENT

BETWEEN

THE BROOKLINE SCHOOL COMMITTEE

AND

THE BROOKLINE EDUCATORS UNION – UNIT A

MAY 17, 2022

September 1, 2020 – August 31, 2023

The Brookline School Committee (“Committee”) and the Brookline Educators Union – Unit A (“Union”) collectively referred to as the “parties”, agree to extend their September 1, 2019- August 31, 2020 collective bargaining agreement through August 31, 2023 with the following amendments:

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. Appendix A: Salary Schedules

Increase the Salary Schedules in Appendix A.1, A.2, and A.3 as follows:

| <u>Effective Date</u> | <u>Increase*</u> |
|-----------------------|------------------|
| September 1, 2020 | 1.0%* |
| September 1, 2021 | 2.5%* |
| September 1, 2022 | 2.5% |

*Retroactive pay is limited to employees in the bargaining unit as of the date of ratification of this Memorandum of Agreement and employees who retired between September 1, 2020 and the date of ratification of this Agreement.

3. Appendix B:

Effective September 1, 2022, increase the compensation in Appendix B.2, B.3, B.4, B.8.A., B.8.B., and B.8.C. by 6.0%.

4. Appendix B.7:

Effective September 1, 2022, change the workshop rate in Appendix B.7 to the following:

| | |
|------------------|---------|
| For Participants | \$35.00 |
| For Leaders | \$40.50 |

5. Working Group on Workforce Diversity and Underrepresented Staff

The BEU President and Superintendent will establish a joint working group consisting of eight (8) members, including four (4) members appointed by the BEU and four (4) members appointed by the Superintendent.

Purposes of this working group will identify strategies and specific action steps to be taken to enhance the District's ability to attract and retain a diverse workforce, including members of populations underrepresented among licensed teachers in the District. The working group may present written recommendations that will coordinate with other related District efforts.

The working group shall meet four (4) times per school year but may meet more often as determined by the working group each school year. Each meeting of the working group will be outside of the work day and will be at least one hour and the agendas will be determined collaboratively by the group.

6. Article 11.9:

Amend Article 11.9 as follows:

- i. Add the following to the end of 11.9: "The pre-professional status staff members will be indicated as such on the list which will indicate educators who attained or were awarded PTS since the prior school year."
- ii. Add the following new paragraph:
"The Superintendent/designee will provide each new teacher with a copy of Massachusetts General Laws chapter 71, section 41 which contains information regarding professional teacher status."

7. Article 10.7- Meetings with the Superintendent

Amend Article 10.7 as follows (deleted language struck; new language underlined):

Effective September, 2011, the Superintendent and/or his/her designee(s) and the BEU President and/or her/his designee(s) will endeavor to meet once quarterly at a mutually convenient time to discuss issues that have already been addressed with the appropriate supervisor(s) and which in most circumstances have system-wide implications. The BEU recognizes that the Superintendent has authority to grant PTS to educators, including educators of underrepresented groups, as soon as allowed under the law. This section 10.7 shall not be subject to the grievance and arbitration provision of this Agreement.

8. Housekeeping:

- A. Replace all references to "Headmaster" with "Head of School" 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 4.3I: Delete the first paragraph prior to "Effective at the start of the 2018-2019 school year..." (p. 19)

- J. Delete #6. on page 55 in its entirety and move the paragraph to the end of Article 4.3.A.ii
- K. 5.4 Requests for Leaves, Extensions or Renewals. Amend Article 5.4 as follows (deleted language struck; new language underlined):

“All requests for leaves, extensions or renewals of leaves shall be made ~~in writing (or via e-mail)~~ electronically using the document for this purpose through the Human Resources Department and responded to ~~in writing by email~~. Requests for such leaves and renewals shall be submitted to the Superintendent or ~~his/her~~ designee using the electronic document with a copy to the teacher’s immediate ~~superior~~ supervisor 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.”

- 9. The Brookline School Committee will permit all members of bargaining units represented by the BEU to return to their regular duties without disciplinary action because of the work stoppage or other collective actions which occurred on or between May 1 to May 16, 2022 provided that the members return to work on May 17, 2022.

The BEU hereby agrees to pay the Committee \$50,000 that will cover reimbursement of all expenses and/or damages that the Committee incurred from May 10, 2022 until the teachers and administrators return to work on May 17, 2022 including but not limited to legal fees associated with preparation for and representation at the DLR/CERB pre-hearing conference and hearing and preparation for and hearings in Superior Court, police details/overtime, labor to prepare and distribute meals for students and the ingredients for meals for students on May 16, 2022. Such payment to be made to the Public Schools of Brookline and delivered on or before June 1, 2022.

The BEU shall not take any reprisals against any members of the bargaining units represented by the BEU who worked during the strike or take any retaliatory action against any students, parents or employees.

The Committee will schedule, and the BEU agrees that its members will work the one hundred eighty (180) days of instruction for students in the 2021-2022, and the members of bargaining units represented by the BEU shall be paid their regular negotiated compensation for all days worked.

The BEU will inform the Superior Court on Tuesday, May 17, 2022 that: (1) the parties participated in a mediation session on May 16, 2022; (2) the parties reached a tentative agreement at 4:00 a.m. on May 17, 2022, and there is a ratification vote scheduled for a date on or before May 26, 2022; (3) the teachers will return to work and the Brookline Public Schools are open on May 17, 2022. The Committee will not take an active role in seeking coercive fines from the Norfolk Superior Court in 2282-CV-00453.

This Memorandum of Agreement was reached in mediation and shall remain off the record for all purposes including bargaining history until it is ratified by the Union membership and approved by the

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

Agreed to on this 17th day of May 2022 by the negotiating teams for the:

Brookline School Committee

Brookline Educators Union – Unit A

s/Andreas Liu

s/Jessica Wender-Shubow

s/Suzanne Federspiel

s/ Eric Schiff

s/ Valerie Frias

s/Robert Miller

s/ David A. Pearlman
