**Brewster Education Association
Article I. Administration – Initial Proposal
June 14, 2021**

**District Counter in Red 6-24-21**

**Preamble** - CCL

**Article I. Administration** - CCL

**Section A. Definition of Terms** - CCL

**Section B. Recognition** - CCL

**Section C. Status of Agreement** - CCL

**Section D. Conformity to Law** - CCL

**Section E. Individual and Supplemental Contracts**- CCL

**Section F. Distribution of Agreement** - CCL

**Section G. Joint Meetings**

~~Association and District representatives shall meet at mutually determined times. and places no less often than quarterly during the school year to~~ Association and District representatives shall meet at least one time per month unless it is mutually agreed to reschedule. The meetings will be held in alternating locations (school buildings and the district office) at ~~specific~~ times outside the work day and places mutually determined by the parties. The purpose of the meetings is to review and discuss matters of mutual concern in order to form the basis for mutual problem identification and problem solving.

No later than the May meeting of each year, the parties will discuss the ~~determine by mutual agreement~~ the scheduling and use of two the Professional Learning Time (PLT) days for the following school year as set out in Article VIII, Section B. Work Year.

**Section H. Drug and Alcohol Testing** – CCL

**Brewster Education Association
Article II. Business – Initial Proposal
June 14, 2021**

**Article II. Business**

**Section A. Dues Deduction**

1. During the term of the Agreement, the District agrees to deduct from the wages of each certificated employee who is a member of the Association, a sum certified by the Association each month as dues, provided that the District has received a written authorization from each such employee authorizing the deduction. The District agrees to forward the sum so deducted to the Association once each month in accordance with the District disbursement procedures. Payroll deduction shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education. Membership may be revoked following the process outlined on the membership form.

**6-23-21 Agree**

1. CCL
2. CCL

**Section B. Other Deductions**

**Section C. Management Rights**

**Section D. Association Rights**

1. Use of Buildings - CCL
2. Posting Notices - CCL
3. Information - CCL

Upon written request the District shall furnish the Association with one copy of the following documents:

1. Annual budget reports
2. Monthly financial statements
3. One copy of the District Directory of Employees
4. Agendas and Minutes of all Board meetings
5. A data sheet designating the salary placement of each member of the bargaining unit
6. The District’s proposed budget (prior to Board action)
7. The District’s adopted budget

Upon written request, the District shall provide the Association with copies of other public records kept by the District. The Association shall reimburse the District for the cost of reproduction, at the rate established by the Board for copies to the public. Such copies shall be provided in a timely manner.

Additionally, by September 1 each year, the District shall provide the Association with a list of names of all employees and their contact information including the name, assignment, work site, FTE, salary schedule placement, home address, and phone number(s). The District will also include the names of any bargaining unit members who are on a leave of absence, the duration of such a leave, and any changes in contact information during the time of the leave. When new employees are hired following the September 1 report, the District will provide the information listed above within three (3) business days of the date of hire.

6-23-21 Reject

1. Conducting Association Business - CCL
2. Use of Mail Boxes - CCL
3. Use of Equipment - CCL
4. The BEA shall have the right to select an Association representative to serve on building/district finance and/or levy committee.
5. New Employee Access: The district will provide BEA reasonable access to new employees as defined by law. This access may be during the New Employee Orientation sponsored by the district or at another mutually agreed upon time and location. The BEA meeting with new employees shall be for a minimum of 30 minutes and is not mandatory for new employees to attend. ~~In order to provide the exclusive bargaining representative reasonable access to new employees to present information about the Association, the District shall schedule the Association for thirty (30) minutes on the agenda of any New Employee Orientation during the employees’ regular work hours. In the event there is no New Employee Orientation during the employees’ regular work hours, or by mutual agreement, the parties may agree to schedule access to new employees at another time and place. It is understood that new employees will be compensated for this time.~~

**6-24-21 Counter**

**Brewster Education Association
Article III. Employee Rights – Initial Proposal
June 14, 2021**

**Article III. Employee Rights**

**Section A. Organizing** - CCL

**Section B. Non-Discrimination** - CCL

**Section C. Due Process and Just Cause** - CCL

**Section D. Complaint Procedure** - CCL

**Section E. Employment, Assignment, Transfer and Vacancies**

1. The District shall have the right to assign and transfer certificated employees to meet the educational programs and needs of the District, subject to the terms of this Agreement and with notification to BEA.
2. The District shall make every effort to assign certificated employees to work in areas of their competence as determined by their educational background professional experience and certification. In the event it becomes necessary to assign a certificated employee outside his/her area of certification, the District shall do so only in consultation with the employee involved and with notification to BEA. If an employee holds a K-12 certificate, s/he will not be assigned to teach outside of his/her professional experience in the previous 10 years without his/her consent and notification to BEA.

6-23-21 Reject (this is a management right)

1. The Superintendent shall notify certificated employees of any changes in their assignment for the ensuing year prior to the end of the school year, provided that in the event that changes in assignment are made subsequent to the end of the school year due to emergency situations or unforeseen circumstances, certificated employees shall be given written notice at least one (1) week before the start of school, if possible.
2. When an involuntary transfer is necessary, the goal is to provide for the best possible placement while minimizing disruption to students and staff. When such transfers are made, they shall be accompanied with a written explanation of the reasons. No employees shall be assigned to a position outside his/her area of competence or his/her academic major or minor, or endorsements without significant support in those area. Employees transferred involuntarily shall be transferred only to a comparable FTE position.
	1. No employee involuntarily transferred will be found unsatisfactory or basic in their first year in a new position, in the an area of knowledge or content outside their major, minor or endorsement. Employees involuntarily transferred but within their areas of expertise shall be evaluated as per the negotiated agreement.
	2. If an employee’s former position opens within two years of the involuntary transfer, they shall be considered for transfer to that position. This consideration shall be prior to the position being posted. An employee not returned to their former position shall be given the reasons in writing.
3. To assure that certificated employees are given every consideration in filling vacancies or newly created positions which occur within the District, the District shall use the following procedures:
	1. During the school year, certificated employees shall be given notice via email of all vacancies and new positions allowing employees to submit a letter of interest and to be considered for such vacancy or new position. If submitted, the employee will be granted an interview.
	2. Should a vacancy occur during the summer break, the District shall provide notices to all certificated employees via email. Notice shall be posted on the district website. Employees may elect to be notified by school e-mail or may leave self-addressed stamped envelopes with the district office for notification. The posting period will start the day after the position is posted electronically.
	3. The notice of vacancy shall clearly set forth the requirements of the District for said position, a job description, and the procedures for applying.
	4. All vacancies or new positions shall be filled on the basis of qualification for the position. The District shall make every effort to hire the person best qualified for the position. The qualifications that shall be considered by the hiring committee (hiring committees for certificated and administrative vacancies will include one (1) member selected by BEA) include but are not limited to the following criteria; training, endorsement(s), recommended grade placement of certificate, official recommendations, transcripts, background and/or experience, certification, and, if interviewed, the personal interview.
	5. If the interview team determines that more than one in-district candidates are equally qualified for the position, seniority will determine the selection. If two in-district employees have the same seniority the final tie breaker will be by a coin toss.
	6. Each employee applying for vacancy or newly created position shall be notified when the position is filled.
4. Certificated employees who desire a voluntary transfer shall file a written request with the Superintendent indicating the grade and/or subject for which they are applying. Certificated employees shall be notified in writing or by personal conference of the action taken upon their transfer request, and the reasons for not granting the request, if it is denied, when vacancy exists. Such notice shall be for information purposes only.

***Rationale****: At this point, anyone who holds a K-12 “golden certificate” has been teaching for at least 34 years. In that period of time, it is extremely likely a teacher has settled into an area of expertise and has spent a number of years in the area. Though the district has the authority to assign employees, except as limited by the CBA, it is not in the best interest of the students or the teacher to place a veteran teacher into an area of study they have not taught in the previous decade, without their agreement, because they happen to hold a generalized certificate that the state has not issued since 1987.*

**Section F. Personnel File**

**Section G. Safety**

The District will comply with state and federal regulations with regard to health and safety conditions.

If a hazardous condition should arise, it shall be called to the attention of the Principal for resolution.

A teacher will not be required to perform any duty or act which threatens the teacher’s or student~~’~~s’ health physical safety or well being except normal risks involved in carrying out teaching and supervising duties.

6-24-21 ??

**Section H. Harassment**

**Brewster Education Association
Article VI. Instruction – Initial Proposal
June 14, 2021**

**Article VI. Instruction**

**Section A. Academic Freedom** – CCL

**Section B. Work Loads and Class Size**

The District recognizes the value of low class size and will attempt to keep the class numbers as low as possible. ~~Classroom teacher with an overload due to the number of special needs students will have to demonstrate that they are meeting the needs of those students through accommodations indicated on the IEP and documented in the lesson plans.~~

BEA reserves the right to bring forth a proposal on Pre-school and Transitional K class size/caseload after a conversation about the nature of the programs with the District on 6/14/21.

1. Overload Levels
	1. Pre-school \_\_ students per class 3 yo?)
	2. Transitional K \_\_ students per class (4-5 yo?)
	3. Grade~~s~~ K 24 students per class
	4. ~~Grades K/1 24 students per class~~
	5. Grades 1-3 27 students per class
	6. Grades 4-6 29 students per class
	7. Combination class 1 less than lowest overload level
	8. Grades 7-8 30 students per class
	9. Grades 9-12 30 students per class ~~(with up to two (2) classes at 32)~~
	10. Secondary PE 35 students per class

Music will be exempt from these overload levels.

~~Every effort will be made to balance the number of students with IEPs and 504s among classes.~~

6-23-21 Counter

Students may be assigned to a classroom based upon a number of variables that may include but not be limited to: the special needs of a student and the experience of the classroom teacher. Every effort should be to balance the number of students.

***Rationale****: The stricken language in the first paragraph is leftover language from a previous agreement that no longer makes sense with the other operational parts removed. The proposed pre-school and Transitional K class size numbers are in response to those programs being brought to BSD. The proposed change to 9-12 class size is to prevent any given class from being too large to maximize the teaching and learning experience. The BEA has an interest in preventing any given teacher from being disproportionately overloaded and we believe balancing class sizes and the mix of students in each class creates the most equitable teaching and learning conditions.*

**Section C. IEP Payments** – CCL

**Section D. Supplies, Materials and Equipment** – CCL

**Section E. Student Discipline** – CCL

**Section F. Student Grades** – CCL

**Section G. Preparation Time**

1. Elementary: All elementary (Pre-5) certificated employees shall have scheduled no less than 200 minutes per contract week (average per semester) for planning purposes. Preparation time shall be scheduled to include 40 minute blocks not less than five times a week. Only one meeting called or directed by the Administration may interfere with prep time in any week.
2. Secondary: All secondary (6-12) certificated employees shall have scheduled no less than one class period per contract day for planning purposes. Only one meeting called or directed by the Administration may interfere with prep time in any week, not to exceed 40 minutes.
3. Use: The use of plan time shall be for professional purposes as determined by the certificated employee. Certificated employees shall have the right to use for additional plan time any and all time during which their classes are receiving instruction or assistance from a specialist, or are generally under the supervision of a specialist.

6-23-21 Counter

1. If requested by an administrator to cover the class of another employee, thereby precluding utilization of their assigned preparation period, such employee shall be compensated at the pro rata per diem rate. If due to ~~testing~~ ~~or~~ a schedule designed by the administrator, ~~scheduling~~ an employee is precluded from utilizing his/her preparation period in part or in full, such employee shall be compensated at the pro-rata per diem rate. It is understood that this provision does not permit a certificated employee to be assigned a schedule that does not provide a daily preparation period as established above. All claims for compensation shall be submitted on district provided Time Sheet.
2. 30/30 Bar: The 30 minutes before students arrive and the 30 minutes after students depart is not to be computed as a part of the plan time defined above, but is to be used by certificated employees as additional plan time, time for giving students extra assistance, conferences, consultations, faculty meetings, supervision and similar professional purposes.
3. Part Time Employees: Part time certificated employees shall be granted plan time proportionate to the amount of time they are employed.

***Rationale****: This proposal addresses the circumstances under which some employees have not received preparation time or proper compensation for the loss of preparation time. 1) During testing windows, some certificated employees are proctoring tests that run through their regularly schedule preparation time. 2) A certificated employee who teaches at both the middle school and the high school is not provided with a full planning period each day due to the differences in the middle school and high school bell schedule.*

**Section H. Mentor Teachers** – CCL

**Section I. Referrals** - CCL

**Section J. Late Start**

Late start Mondays will begin at 7:30 am and conclude at 9 am. Late start shall primarily be used for

professional development and collaboration purposes. Recommended focus for late start:

* District Directed Professional Development
* Building Directed Professional Development
* Horizontal Teaming
* Vertical Teaming

Building and district administrators will be collaborative in their efforts to meet the training and professional development needs of certificated employees. Administrators will utilize staff meetings and/or staff surveys to gather input from certificated employees prior to determining the use/focus of late start Mondays. Agendas for late start Mondays will be provided to employees at least one (1) week ahead of time.

6-23-21 Reject (language directs administrators)

**Section K. Collaboration Time (NEW)**

All elementary certificated staff shall have scheduled no less than four (4) thirty (30) minute collaboration blocks per week (120 minutes total), exclusive of designated preparation time. It is understood that this may be adjusted as needed for weeks that include holidays or breaks.

6-23-21 Reject (late start Mondays)

**Brewster Education Association
Article VII. Leaves – Initial Proposal
June 14, 2021**

**Article VII. Leaves**

**Section A. Sick Leave** - CCL

**Section B. Sick Leave Sharing Bank** - CCL

**Section C. Extended Emergency Leave** - CCL

**Section D. Bereavement Leave** - CCL

**Section E. Personal Leave**

Personal leave of three (3) days shall be granted to certificated employees. In addition, the qualifications set out below shall apply.

1. No personal leave shall be taken by a certificated employee or granted by the District unless a written request has been given to the Building Administrator at least forty-eight (48) hours prior to the beginning of the leave.
2. Personal leave may be denied if request for absence is for the first week of the first semester, during conferences, week before grading periods, during scheduled state testing days and the last week of the second semester, unless written permission is obtained from the Superintendent by the teacher stating the days may be taken during these times.
3. Pre-approved personal leave may not be denied within ten (10) days of use or if the denial would place a financial burden on the employee.
4. Employees who do not use their personal days by the last day of school may cash-out any unused days at fifty percent (50%) of their personal per diem rate.

Employees may elect to roll up to one (1) day to the following year for ~~to~~ a total of four (4) personal leave days and ~~or~~ cash-out any remaining days at fifty percent (~~.~~50%) of their personal per diem rate.

6-23-21 CCL

1. Personal leave reimbursement will not be included in annual pay for the purposes of retirement benefits.

***Rationale****: Current language is confusing and allowed employees to lose personal days if they did take them during the year. The ability to cash-out more than one day will incentivize some employees to not take personal days and thereby minimize the number of required substitutes.*

**Section F. Professional Leave** - CCL

**Section G. Association Leave** - CCL

**Section H. Long Term Leave of Absence** – CCL

**Section I. Family and Disability Leave (Family and Medical Leave Act of 1993) and Washington State Family Leave Act of 1997: The District will administer all leave in a manner that is aligned to federal, state law and Board policy.**

1. Definitions
	1. For the purposes of this Section only, the term "day" shall mean the employee work days.
	2. For the purposes of this Section only, the term "year" shall mean the employee's contracted year
	3. For the purposes of this Section only, the term "workweeks" shall mean any calendar week that days are worked. ~~Weekends, holidays, and school breaks are not included in an employee’s FMLA entitlement.~~
	4. The term "family member" shall follow the US Department of Labor definition that includes Spouse, Parent, Son or Daughter and In Loco Parentis: ~~mean spouse, child, parent, grandparent, sibling, grandchild, domestic partner, parents-in-law, and other household dependents.~~

6-23-21 Counter

1. Family & Medical Leave

A leave of absence, under the provisions of the Family and Medical Leave Act (1993), shall be granted to a certificated staff member upon request for:

* The employee's own serious health condition
* The serious health condition of employee's family member as defined above
* Caring for newborn, or newly placed adopted child or foster child.
* An employee who is the spouse, son or daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained while on active duty is entitled to twenty-six (26) weeks of unpaid leave in a twelve (12) month period.

6-23-21 Agree

1. As per FMLA (1993),
	1. Eligibility for FMLA Leave: All contracted employees shall be eligible to request FMLA Leave :~~provided that in the previous year he/she was at least a 50% employee. Part-time employees who have established eligibility as stated above shall be granted FMLA leave proportional to their contracted employment.~~

 Eligible employees as defined by the Department of Labor is one who:

* Works for a covered employer
* Has worked for the employer for at least 12 months(12 months of employment do not have to be consecutive)
* Has at least 1,250 hours of service of the employer during the 12 month period immediately preceding the leave
* Works at a location where the employer has at least 50 employees within 75 miles
	1. Duration: Leaves of this type shall be granted for up to twelve workweeks(or up to 26 weeks to care for a covered servicemember with a serious injury or illness) within the employee's contracted work year, September 1 to August 31.
	2. Job Protection: Any employee returning from Family & Medical Leave within or at the end of the twelve (12) week period shall be returned to the position from which she/he left; however, if the position no longer exists, then she/he shall be placed in as nearly comparable position as possible.
	3. Health Benefits: The employee on Family & Medical leave of absence shall continue to have his or her own health benefits maintained by the District for the twelve (12) workweeks allowed by the Family and Medical Leave Act, but the employee must continue to pay his or her remaining portion of benefit during the leave.
	4. The District may require certification in support of the leave from a health care provider.

6-24-21 Counter

1. Use of Accumulated Paid Leave: At the employee's discretion, this leave can be deducted from accumulated paid leave days (sick leave and personal leave) or taken wholly or in part as unpaid leave.
2. Consecutive Use of Sick Leave and Family & Medical Leave:
	1. As per Washington State Family Leave Act (1997), the use of Family & Medical Leave is in addition to any leave for sickness or temporary disability caused by pregnancy or childbirth. This means an employee can take sick leave for the actual time she is sick or temporarily disabled because of pregnancy or childbirth and then can also take 12 weeks Family & Medical Leave during her contacted year because of the birth of a child.
	2. ~~Consecutive use of sick leave in the case of catastrophic illness or injury shall be at the discretion of the Board of Directors.~~ FMLA benefits will run c~~onsecutive~~ to sick leave, shared leave, pregnancy disability and PFML, at the employee’s election.

6-23-21 CCL (not in the law-concurrent)

1. Notice to District: Except in case of emergency, the employee shall give at least two (2) weeks written notice to the Superintendent and the Board of Directors of the intent to take Family & Medical Leave and shall indicate his/her intent to use paid and/or unpaid days.
2. Return to Work Date: This written notice given by the employee should, to the extent possible, include an expected date of return to work.
3. Spouses/Domestic Partners: If two employees who are spouses or domestic partners are both employed by the District, they shall each individually receive twelve (12) weeks of FMLA for any qualifying event, including care of a parent or parental bonding (24 weeks total), and may utilize their FMLA entitlement separately or simultaneously.

6-23-21 Reject (not in law) US Department of Labor

**Section J. Washington Paid Family Leave**

~~Employees are eligible for WPFL starting in January of 2020.~~ ~~The cost of the premiums is split as per the law governing the use of the leave. Procedures for application shall be established by WAC. The District shall maintain their portion of medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.~~

~~Employees may elect to use this leave after using sick leave and before accessing the provisions of the Family and Medical Leave Act (FMLA).~~

Should this be “blue”

Employees will be provided Paid Family and Medical Leave (PFML) benefits as allowed by law. The District will pay ~~the full PFML~~ the premium, ~~including both the employer and employee~~ portion. The District will annually notify employees about ~~the~~ benefits available under PFML.

To qualify for PFML, employees must work 820 hours or more in the qualifying period, which shall be defined as the first four of the last five completed calendar quarters starting from when the employee makes their claim for benefits. PFML may not be taken without a qualifying event. PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family and may be extended under certain circumstances. Weekends, holidays and school breaks that fall within an employee’s PFML leave do not count toward the employee’s PFML entitlement.

Employees are responsible to file claims with the Employment Security Department (ESD) and payments will come from the ESD.

Employees may use accumulated sick leave to supplement PFML benefits up to an amount that results in no loss of compensation to the employee. The District shall maintain their portion of medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.

Employees may choose to use PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee’s other paid leave entitlements, at the employee’s discretion.

***Rationale****: The mandatory PFML payroll deduction that went into effect in January 2020 reduced the take-home pay of employees and we are seeking to reduce the financial impact of this requirement. The total premium for PFML is .4% of gross wages. For an employee making $68,679 annually (the District’s reported average salary for a teacher in 2020-21), the* ***total annual premium for PFML is $274.72*** *– the District is required to pay $100.74 and the employee $173.98. We are proposing that the District pick up the employee portion in addition to the employer portion.*

*Prior to switching to SEBB for school employee health care, the District paid the HCA carve-out for all bargaining unit members which in the last few years ranged from* ***$64.07 – $71.08******per month per FTE or $769 to $853 per year****, which was a negotiated benefit. When the insurance change happened, the District ceased to pay this negotiated benefit, so our proposal captures some portion (30%-35%) of those funds.*

**6-23-21 CCL**

**Brewster Education Association
Article VIII. Fiscal – Initial Proposal
June 14, 2021**

**Article VI. Fiscal**

**Section A. Salary**

1. Salary: Employees shall be placed on Brewster Salary Schedule, Salary Schedule A. Professional responsibilities included in the base salary schedule are classroom preparation, professional development, improving instruction and planning.

In addition, if given a minimum of two (2) weeks notice, certificated employees shall attend up to twenty-one (21) hours of meetings/events that support student achievement and parent-community relationships. These meetings include open house, migrant parent advisory meetings, parent nights, concerts and IEP meetings. Employees requested to attend meetings/events beyond twenty-one (21) hours will be compensated at their per diem rate.

A single team PLC member representative may attend such meetings/events unless otherwise requested.

1. ~~Included in the Brewster Base Contract are the following professional responsibilities previously paid on supplemental contract:~~

• ~~classroom preparation~~

~~• professional development~~

~~• improving instruction~~

~~• planning~~

• ~~in-service~~

~~• other projects or purposes~~

~~• attend staff meetings~~

~~• open house~~

~~• parent-teacher conferences~~

~~• IEP meetings as requested~~

~~• migrant parent advisory meetings~~

~~• parent nights~~

~~As a part of their professional responsibility, certificated employees shall, if given notice of two (2) weeks, attend other meetings that help support student achievement, parent and community relationships as part of their current job responsibilities up to a maximum of twenty-one (21) hours.~~

6-23-21 CCL

1. Increments – CCL
2. Credentials – CCL
3. Initial Placement – CCL
4. Placement – CCL
5. Professional Advancement – CCL
6. Per Diem Rate – CCL
7. Driver Education Rate – CCL
8. Summer School Rate: Employees teaching summer school shall be paid at their per diem rate, but no less than $40 per hour. (Renumber subsequent section.)

6-23-21 CCL( Grant funded)

1. Salary Options – CCL

***Rationale****: The current language is confusing. The Association’s proposal is an effort to make this section clear and unambiguous. Most of the responsibilities enumerated in this section of the current CBA are included in the Association’s proposal. “Other projects or purposes and in-service” have been deleted because it is not clear what they mean in this context. In-services are included elsewhere in the CBA as supplemental days and the way “other projects or purposes” would be handled would depend on the specifics of the situation. Staff meetings have been deleted because they occur during the 30/30 bar time (Article VI, Section G) and parent-teacher conferences have been deleted because they are built into the school calendar. Employees will continue to contact parents outside of designated conference time, as necessary.*

*Twenty-one (21) hours of work is a significant amount of time and should be sufficient to cover these responsibilities that occur at specific times and locations outside of the regular contract day at the district’s behest. The Association’s proposal does not preclude an employee from attending meetings and events totaling more than 21 hours outside of his/her work day, but it would require that any meeting or event in excess of 21 hours be paid at the employee’s per diem rate.*

*Summer School: The Association’s proposal ensures employees will be paid at the hourly rate their education and experience merits on the Brewster Salary Schedule, but it does not reduce the current rate for any employee.*

**Section B. Work Year** - CCL

**Section C. Release from Contract** - CCL

**Section D. Length of Work Day** - CCL

**Section E. Health Benefits**

~~Coverage: The District shall provide Health Insurance Benefits per FTE generated by the Basic Education~~

~~Computations (F-203) for certificated employees minus the amount remitted to the State Health Care~~

~~Authority. Insurance dollars thus provided shall be "pooled."~~

1. ~~In addition the district will provide to the State the full monthly amount of the Health Care Authority Remittance (HCA).~~
2. ~~Carriers: The Parties shall jointly determine the carriers and types of insurance made available to employees.~~
3. ~~The amount of the Health Care Authority Remittance (HCA) will be frozen in the event of a double levy failure.~~

~~Effective January 1st 2020, the~~ The District shall provide qualified employees with insurance benefits

that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

1. **Availability**:
	1. Qualified employees who work or will work a minimum of 630 hours during the year.
	2. Open enrollment begins on October 1 and through November 15 per SEBB
	3. Employees are responsible for enrolling online or with forms provided by SEBB.
2. **Benefits**:
	1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance, long-term disability insurance and retiree subsidy (formerly HCA).
	2. Employees may select a carrier approved by SEBB
3. **Premiums**:
	1. The district shall pay their portion of the employee premium as established by SEBB.
	2. Employees will be responsible for their portion of the premium.
	3. Any additional premium surcharges will be paid by the employee.

The employer contribution toward SEBB benefits ends August 31 unless:

* The District terminates the employment relationship. In this case eligibility for the employer contribution ends the last day of the month in which the employer-initiated termination notice is effective; or
* The employee terminates the employment relationship and opts to have an earlier end date due to retirement or taking another job in a SEBB District that begins outside of the regular eligibility year.

6-23-21 Agree with the above two bullets only/ see District proposal

**Section F. Personal Property Protection and Industrial Insurance Protection** - CCL

**Section G. Retirement Sick Leave Buy-Out** - CCL

**Section H. Annual Conversion of Sick Leave** - CCL

**Section I. Sick Leave Conversion Medical Reimbursement Plan** - CCL

**Section J. Calendar**

~~The Board shall establish the calendar annually, which shall conform to the following principles,~~

~~after considering input from a committee of at least one (1) board member, one (1)~~

~~administrator and one (1) BEA representative:~~

The Calendar Committee will include at least one (1) board member; one (1) administrator; one (1) elementary representative appointed by the BEA president; and one (1) secondary representative appointed by the BEA president. The Committee shall begin meeting no later than December 15 of each year to formulate calendar options that conform to the principles listed below:

6-23-21 CCL

1. The employee work year shall begin no earlier than the Monday before Labor Day.
2. Winter break shall include as a minimum December 23 through January 1.
3. Spring break shall be the first full week of April.
4. There shall be early release for employees on the days before Thanksgiving holiday, winter holiday and summer break.

The Calendar Committee will present two calendar options aligning to the criteria above to be voted on by members of the bargaining unit. Whichever option receives a majority vote of the bargaining unit shall be recommended to the School Board for approval at the February School Board meeting.

6-23-21 CCL

***Rationale****: The Association’s proposal seeks to ensure that the calendar committee will begin meeting early enough that there is sufficient time to provide thoughtful calendar options to employees and ultimately, the school board.*

**Section K. ESA National Stipend**

ESA’s with current national board certification from their respective associations shall receive a stipend of ~~one~~ two thousand five hund~~e~~red dollars ($2500) ~~($1500)~~ per year. Legislative action to fully fund ESA certification shall supersede this provision.

6-23-21 Agree

***Rationale****: We believe the District and the Association have a mutual interest in attracting and retaining ESAs to provide high quality support services to our students.*

**Section L. Incentive for Timely Notification of Resignation** - CCL

**Section M. Staff Longevity** - CCL

**Section N. Certificated Expense Reimbursement** – CCL

**Brewster Education Association
Article X. Duration – Initial Proposal
June 14, 2021**

**Article X. Duration**

**Section A. Effective Dates**

This Agreement shall be in effect September 1, 2021 ~~2019~~ through August 31, 2022 ~~2021~~

6-23-21 Reject / District is interested in a multi year agreement

**Section B. No Strike Provision, No Lockout** - CCL

**Section C. Notice of Intent** - CCL

**Section D. Openers** – CCL

**Brewster Education Association
Appendices – Initial Proposal
June 14, 2021**

**Appendix A – Brewster Salary Schedule**

The Association proposes that each cell of the 2020-21 Brewster Salary Schedule be increased by 4%, inclusive of the IPD funding received from the State.

6-23-21 Reject

Counter: Year 1- difference in 2020-21 IPD: ,Year 2- IPD and Year 3 - IPD

**Appendix A-1 – Brewster Supplemental Schedule**

The Association proposes that the Brewster Supplemental Schedule be modified to reflect the sixth (6th) supplemental day that was negotiated in the 2019-21 CBA . Six ( 6 )days will be scheduled and future PD will be contingent on passage of the local levy and state funding of professional development.

6-23-21 Counter

**Appendix B – Stipend Schedule**

The Association proposes that the Stipend Schedule be modified to reflect the negotiated Base salary at BA+0 on the 2021-22 Brewster Salary Schedule.

6-23-21 CCL

Appendix C - Evaluation Option Form - CCL

Appendix D – Formal Grievance Form - CCL

Appendix E -A – Non-Classroom Observation/Evaluation Form – School Psychologist - CCL

Appendix E -B – Non-Classroom Observation/Evaluation Form – Marzano - CCL

Appendix E -C – Non-Classroom Observation/Evaluation Form – School Counselor - CCL

Appendix F – Non -Classroom Professional Growth Option - CCL

Appendix G – Moving Assistance MOU – discuss 6.14.21 6-23-21 will continue for teachers, as approved by the Principal, who work at the HS.

Appendix H – Prep Rotation – discuss 6.14.21/6-23-21 Discontinue