

No CONTRACT = No RESPECT!

**BEU GENERAL MEETING
MONDAY, MARCH 23, 3:15PM
BHS AUDITORIUM**

ALL MEMBERS WILL MEET TO DETERMINE COLLECTIVE ACTION STEPS

WORK WITH THE BEU AS A PARTNER

On February 27, the BEU brought a grievance on full day Professional Development before the School Committee in Executive Session, despite the BEU's effort to open the discussion to the public. This statement was made during Public Comment.

My name is Mark Goldner. I teach middle school science at the Heath School and I am co-chair of the BEU Grievance Committee. I wish to explain why the public had to wait to attend tonight's meeting. The grievance we just presented is about this year's professional development, which clearly violated our collective bargaining agreement and is utterly out of touch with the day to day realities of Brookline educators. Rather than work with educators as partners in resolving differences, central administrators choose to dismiss educator concerns.

Our contract states that district-wide professional development shall be planned in coordination with a PD Council that includes educator representation. This explicitly recognizes the valuable contributions experi-

enced educators bring to shaping PD. The contract also has reasonable provisions for daily preparation time as well as for paying expenses (such as parking fees) for required professional development activities.

Not only were contract provisions ignored until we filed the grievance, but this year the district decided to implement four release days for most K-8 educators. This is a significant increase in release time out of the classroom, and was implemented with no educator input, and indeed no notice before the first day of school.

The BEU agrees with the need for professional development on issues such as cultural proficiency and restorative justice. We also recognize that it is the job of central administrators to plan quality PD. However, this administration barreled ahead with a hugely disruptive program of release days, imposing time and financial burdens on educators and the schools, regularly interrupting student learning, all at a major cost.

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BEU CALENDAR

Negotiations Session (Unit B)

March 10

6 - 8:30pm, Town Hall

Negotiations Session (Para)

March 12

3:30 - 5:30pm, Town Hall

Grievance Team Meeting

March 16

3:15 - 5pm, BHS

Negotiations Session (Unit A)

March 17

6 - 8:30pm, Town Hall

General Meeting

March 23

3:15 - 4:15pm, BHS

Negotiations Session (Unit B)

March 24

4:30 - 7pm, Town Hall

Rotary Pancake Breakfast

March 28

8 - 12pm, BHS

Negotiations Session (Unit A)

March 31

6 - 8:30pm, Town Hall

Negotiations Session (Para)

April 1

4 - 7pm, Town Hall

Executive Board Meeting

April 6

3:15 - 5pm, BHS

Reps Council Meeting

April 13

3:15 - 4:45pm, BHS

I am a provider of professional development myself (I have co-authored a book on science and literacy and have been to both poles on climate-related research experiences). I have learned to always plan workshops by finding out what teachers need, what they want, and what experiences they bring. None of this was done prior to implementing the burdensome and costly project embarked upon this year.

At a time when instructional time for science and social studies are being cut, this PD program exacerbates the problem. Elementary teachers used to receive science and social studies release days. These have been taken away.

Hiring substitutes for this program costs hundreds of thousands of dollars. Given the talk of a budget crisis and the fact that at times at least 30% of substitute requests go unfilled, we question whether the PD project is really in the best interest of children.

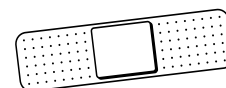
The tone deaf response of the central administration continues with the suggestion that educators do not need their daily prep period during a release day. During my prep period, I am not just planning for that day; I may be planning ahead, assessing student work, or any number of activities necessary to make me an effective teacher. Being out of my class for a release day also requires several hours of preparation time. Denying educators a preparation period on release days is thus a burden of added unpaid time and stress. It undercuts the value of the content. The superintendent has even dismissed our attempts to compromise around parking.

As always, the students suffer the most from these added burdens on teachers, and the BEU has worked hard to resolve this issue. The superintendent was unwilling to work informally with the union to resolve the issue, so we filed a grievance. As the process slowly moved forward, confusing, sloppy, and contradictory emails - or often no responses at all - left us scratching our heads, and efforts to clarify went unanswered.

The BEU tries its best to continue to discuss issues with the administration in good faith. Unfortunately, the Central Administration doesn't see the BEU as an equal partner and indicates that the concerns of educators are unimportant. This grievance should have been easily resolved - as should the other 8 grievances that have landed at the school committee's door this year. This number is unprecedented and shows the lack of interest the administration has in working with the union. So, we urge the school committee to direct the central administration to take union concerns seriously, to treat the BEU as an equal partner, and to work harder to resolve issues before wasting time in front of this committee.



OUR HEALTHCARE



FY2021 Open Enrollment for our GIC Healthcare will begin April 6 and end May 1. All changes you choose to make in your healthcare, if any, must be decided during this time. This is also the time to look at your life insurance and dental insurance plans. The Flexible Spending Account for active employees has to be renewed every year by signing up again during this time.

New plan rates will be effective July 1. We will see an increase in our monthly premiums with an average of 5.5% ...with the highest at 7.6% and the lowest 3%. The GIC says that the cost of providing services such as labs and X-rays, ER visits, prescription and surgical procedures continues to rise even as utilization has decreased. Our copayments, deductibles and out-of-pocket expenses will remain unchanged.

From March 9 to 20, benefit statements from the Town will be mailed to us. March 16 to 27, the Benefit Decision Guides from the GIC will be mailed. Once these guides are available, they will also be available online at www.mass.gov/GIC. The GIC also has many Health Fairs that they hold around the state during April. All major insurance carriers will have representatives there to answer your specific questions. Two of these fairs are on Saturdays. More specific dates and times will be reported soon.

Take care....2sheilaleach@gmail.com

-Sheila Leach, PEC Rep

SHOULD I CONTACT THE GRIEVANCE TEAM?



Dear Contract Corner,

My supervisor asked grade level teachers to meet as teams and lunch is only time we have available. It's hard to say no, especially when a colleague is coordinating the planning. I don't want to seem like I lack commitment to helping my colleagues. But I also feel like I need those minutes to rest and eat in non-distracted way. That's what my doctor told me was the healthy way to have a meal.

As a pre-Professional Status teacher, I want all of the help I can get in learning what the "work culture" is of my school. That way I can do my best to meet those expectations and be a "good fit" for the district. But I'm not sure where to turn.

I'm hesitant to ask the union for guidance. Wouldn't I risk appearing "inflexible" for hesitating to go to the meeting in the first place? And what if my colleagues in the union tell me they are willing to intervene on my behalf?

I hear the BEU may have me talk with someone on the Grievance Team and that scares me. What if they want to file a grievance and put my name on it? I don't want to create conflict, or risk looking like I think the administrators are the enemy. Plus, I'm afraid that will just make things worse. What should I do?

*Signed,
Nervous and Hungry*

Dear Nervous and Hungry,

It sounds like it would be helpful to understand what the Grievance Team does, and how that fits into the rest of the work of the union.

First of all, the Grievance Team would never file a grievance as a first step, and, oftentimes, it never files one at all in response to questions that come its way. The Grievance Team

begins by investigating what is going on, and asking what the contract has to say about the situation.

In this case, your lunch time is protected as "duty-free" but a grievance might not be necessary. A number of paths might be taken:

1) If Grievance team had instead concluded that the supervisor's actions are allowed under the contract, the union rep could help you think through how to respond to the immediate situation, and/or how you can work with fellow members to try to change the contract through bargaining; or,

2) You and the rep might decide that it is worth asking for an opportunity to talk with the supervisor (either alone, or together) in the hope that there is some accommodation that can be made;

3) The Grievance Team might need more information from administrators before it can determine whether or not there is grounds for a grievance, and so, it will request it; and finally,

4) If a grievance is warranted, where administrators demonstrate an openness to resolving the problems at any point along that route, the BEU, working closely with you, will work with them to eliminate the problem.

Sometimes an issue turns out to be a more general one, and either the grievance, or the problem treated more informally, is presented on behalf of the entire bargaining unit, not on behalf of you as an individual.

All that said, it's important to remember that under no circumstances should you be made to feel like you are the source of conflict or inflexibility for approaching your union.

You are not creating conflict when you seek to understand the contract and make sure it is upheld (including by you)! We sometimes hear statements like, "the union won't let me do it," or "the union makes us do it". But that's not what it's about. The name of the Brookline School Committee as well as the BEU is on the cover of the contract. The contract was written by, and agreed to, by both.

Furthermore, Massachusetts law, Chapter 150E, which protects the power of the union as your "exclusive representative" for the purpose of bargaining working conditions, compensation, and benefits, also makes it illegal for any administrator to interfere in any way with your right to seek and obtain "mutual aid or protection" from your union.

The "work culture" of the Brookline Public Schools is the most collaborative when all staff respects the law, the contract and any efforts to uphold both.

Don't hesitate to contact a Grievance Team member at any time and they will help think through the issue.

Grievance Team Members:

Deb Allen (Devotion, retired)
Alisa Conner (BHS)
Andrew Garnett-Cook (Heath)
Jody Curran (Driscoll)
Hillary Golden (Lincoln)
Mark Goldner (Heath)
Rich Gorman (BHS)
Noah Gronland-Jacob (BHS)
Cathy Heller (BHS, retired)
Kathy Hitchcock (BHS)
Melissa London (Pierce)
Anna MacIver (Runkle)
Pamela Penwarden (Baker)
Jill Sifantus (BHS, retired)
David Weinstein (Pierce, retired)
Jessica Wender-Shubow

MUCH ADO ABOUT PROMISES

STUDENT DEBT SCAMS AND THE STOCK MARKET



*You made me promises, promises
Knowing I'd believe
Promises, promises
You knew you'd never keep
Naked Eyes, 1983*

When I received the email from a recent graduate inquiring about the legitimacy of a \$826.00 up-front fee from a student loan debt-relief company, I knew something was amiss. A hard driving customer service representative had promised this recent grad they could negotiate with the DOE, reduce her monthly fees and even shorten her loan's duration. It took me about a minute to recognize that this would amount to another bogus promise from one of the many sophisticated but unscrupulous student loan debt-relief scammers who prey on borrowers.

If you're approached by any company promising to reduce your student debt, it's most likely a scam, and there are a number of telltale signs:

- *Promises to Negotiate Fees:* No company is authorized to negotiate with the DOE! (And never provide anyone with your FSA ID!!!)
- *Promises to Perform a Service for a Significant Upfront Fee:* The bottom line is it's illegal to collect fees in advance for debt services.
- *Promises to Work Closely with the DOE:* Go to the Federal Student Aid website to verify whether the company is authorized by the DOE; chances are the company is trolling for a vulnerable borrower desperate for help.

Yes, there are legitimate debt-relief companies that can offer you guidance on how to repay your student loan, but that same information is free of charge if you're willing to do some minimal legwork.

If..... by Rudyard Kipling

*If you can keep your head when all about you
Are losing theirs and blaming it on you;
If you can trust yourself when all men doubt you...*

Once again, I would encourage 403b investors to "keep your head when all about you are losing theirs." While I can't promise when the market will right itself after the recent steep downturn, I can promise that despite the serious threats of a coronavirus pandemic, the sky isn't falling and the market will eventually rebound. I would also like to remind long-term investors that while the market lost over 50% in the 2008 financial crisis, prudent and patient investors earned an annualized average of 17.8% over the next 10 years!

-Robert Miller, Devotion (Retired)

The President's Work

The BEU Negotiations Team has told the School Committee that we expect wages and salary proposals from them this month. Meanwhile, BEU committees are busy on other fronts. Bargaining is underway on Instructional Leadership Teams but so far we have seen too little movement from Mr. Lummis and Ms. Richardson toward our proposals. Importantly, we have begun talks on the district's response to the coronavirus. MTA is helping with guidance on ensuring safety and clear planning and protecting members' rights. More to come.

We hope you enjoy this newsletter and find it informative. If you are represented by the BEU but are not a member, we encourage you to join us. While the current right-wing U.S. Supreme Court has recently supported efforts to weaken unions by eliminating fair-share fees, all educators in our district benefit from the contractual protections, bargaining power, and unity of the BEU. So colleagues look to one another to keep the union strong by becoming a member and participating in the work of the union.

THE BROOKLINE EDUCATOR

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*BEU members discuss issues and find additional news at the website:
brookline.massteacher.org.*

All members are encouraged to join using a personal email address.

Colleen Muldoon, Communications Chair

Jessica Wender-Shubow, President