

## MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Brockton School Committee (hereinafter “the Committee”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”), by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of Brockton Education Paraprofessional Association (“the Union”), acting subject to ratification of this Agreement by the membership of the Union, to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for the successor collective bargaining agreement that will be in effect for the one-year period from September 1, 2021 through August 31, 2022.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from September 1, 2018 to August 31, 2021 shall, except as modified by the terms of this Memorandum, be extended for a one-year period of September 1, 2021 through August 31, 2022.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreement unless otherwise provided for in this document.
3. **Housekeeping:**
  - a. Update contract dates as appropriate
  - b. Update gender references where appropriate to gender neutral terms
  - c. Integrate any Side Letter(s) or Grievances Settlement(s): language to follow
    - i. Substitute coverage pay (see #11)
    - ii. Parent Information Center - Registration Paraprofessionals
    - iii. Student teaching
4. Article VI, **Employment:** Revised Section A as follows:

A. Credit of one year will be given for military experience upon initial employment. **Full credit may be given for all previous full-time, full-year public school Paraprofessional experience up step 9 on the salary scale upon initial employment.**
5. Article VI, **Employment:** Revise Section B(3) to read as follows:

Paraprofessionals who become paraprofessionals directly from related positions in the Brockton Public Schools outside the bargaining unit, such as school lunch attendants,

custodians, secretaries, and monitor teaching assistants shall be placed on the salary scheduled step and lane which reflects his/her experience in those identical or related positions and educational achievement. At the Superintendent's discretion, a newly-hired Paraprofessional with related work experience outside the Brockton Public Schools, may be placed ~~on~~ **up to** Step ~~24~~ **of** ~~on~~ the salary schedule, with notification of said placement to the Association. The seniority of all Paraprofessionals, however, will only include consecutive time spent as a Paraprofessional in the Brockton Public Schools.

6. Article VII, **Assignment**: Revise Section C to read as follows:

Whenever any vacancy in a position occurs during the year, the position will be adequately publicized by the administration and the President of the Association will be notified of the vacancy as far in advance of the appointment as possible. The qualifications for the position and its duties will be clearly set forth. The qualifications set forth for a particular position will not be changed unless the Association has been notified in advance of such changes and the reasons thereof. Applications for any position should be filed in writing. All vacancies will be posted for five (5) work days during the school year and one (1) calendar week during the summer months. **If a position that has been posted in accordance with this Section becomes vacant again within 60 days of it being filled and no Association members applied for the initial vacancy, it need not be posted again in accordance with this Section.**

7. Article VII, **Assignment**: Delete Section E and renumber remaining sections:

~~Paraprofessionals who wish to receive notifications during the summer months will be required to leave either their personal e-mail address or two self-addressed, stamped envelopes in the Human Resources Office.~~

8. Article VII, **Assignment**: Paragraphs A through D will remain unchanged. All paragraphs after the new paragraph "E" would be renumbered:

**E. After a paraprofessional is selected to fill a vacancy, new job duties will begin no later than thirty (30) school days after the paraprofessional is notified of their selection.**

9. Article IX, **Temporary Leaves of Absence**: Revise language of Section 3 as follows:

3. **Up to two (2) days in the event of the death of a grandparent.** Up to one (1) day in the event of the death of a ~~grandparent~~ uncle, aunt, brother-in-law, sister-in-law, niece, nephew, first cousin or any individual living in the immediate household.

10. Article IX, **Temporary Leaves of Absence**: Revise Section A(5) to read as follows:

**For as long as the City of Brockton has accepted the Massachusetts BRAVE Act, a Mmaximum** of ~~seventeen (17)~~ **forty (40)** days per school year for persons called into temporary active duty or any unit of the United States Reserves of the State National Guard, providing such obligations cannot be fulfilled on days when school is not in session. Paraprofessionals will receive their full School Department pay during the term of the temporary active duty, less any compensation from Federal, State, or County government.

11. Article XI, **Hours of Work**: Revise language of Section E as follows:

Paraprofessionals employed from the first day of the school year will be guaranteed ~~180~~**181** days paid employment. In the event that the academic year is less than 180 days, the Paraprofessional will be given the option of either working the difference between the actual year and the 180 days for pay or not working and receiving no compensation. Those employed less than a full schedule year will be prorated from the date of employment. If a special need student to whom a Paraprofessional is assigned in a one-to-one capacity leaves the school system after the start of a school year, the Paraprofessional will be retained but will be utilized and assigned by the Superintendent or his designee unless and until the person successfully bids on another position. Library paraprofessionals may be assigned to work ~~181~~**182** days per school year, which shall include the day before students return to school. Library paraprofessionals shall be paid at their hourly rate for this additional day if so assigned.

12. Article XI, **Hours of Work**: Revise language of Section I as follows:

Special Education Paraprofessionals, City/Building Paraprofessionals, and Kindergarten Paraprofessionals may be designated as van/bus monitors and, if so designated, shall be required to ride a van or bus before and/or after school as part of their regular responsibilities. Any Paraprofessional who is assigned van/bus duty will be trained on how to handle potential health and safety issues which may arise on the bus/van prior to being assigned this duty. Paraprofessionals who ride a van or bus will be compensated for such work which occurs outside of the regular work day, as defined by Article XI, at the rate of time and one-half their regular rate of pay. Employees will be compensated for a minimum of thirty (30) minutes for riding the van or bus before school, and a minimum of thirty (30) minutes for riding the van or bus after school. Employees will not receive additional compensation for time spent riding the van/bus when it occurs during the regular work day (e.g., after school on an early release day). Paraprofessionals who are designated as van/bus monitors shall have the discretion to meet the assigned bus at either the first bus route stop or at the nearest school to the first bus route stop. If a

Paraprofessional who is serving as a van/bus monitor is required to leave his/her job and return to his/her car during the school day, he/she must be provided with transportation by the school to his/her vehicle.

Volunteers for van/bus monitors will be sought first. In the case of an unfilled van/bus monitor position, the Special Education, City/Building, or Kindergarten Paraprofessional (~~or Kindergarten Paraprofessional, as the case may be~~) with the least seniority at the building level shall be assigned to that position, with the understanding that a Kindergarten Paraprofessional will not be mandated to fill a Special Education van assignment pursuant to this sentence. One to one Paraprofessionals shall be assigned to ride the van/bus with their assigned student regardless of seniority.

13. Article XVII, **Longevity**: Add a new Section B with the following language:

**Longevity payments will be made in the first regular pay period in December each year barring any emergency that impacts District operations.**

14. Appendix A: Add the following cost of living increases to all salary schedules as follows:

Year 1 (September 1, 2021 – August 31, 2022): Increase of \$0.75 applied to base wages in Appendix A.

15. The Parties agree that the language of Article XX, Agency Fees, shall be removed for the life of this contract. If, during the life of the contract, the United States Supreme Court's decision in Janus v. American Federation of State, County, and Municipal Employees, Council 31, No. 16-1466, 585 U.S. \_\_\_\_ (2018) is overturned, the Parties agree that the language of Article XX will be put back into the contract.
16. The Parties agree to establish a pilot Professional Development Task Force to develop meaningful professional development for all Brockton paraprofessionals. The Task Force will be charged with examining and determining the nature of professional development in the Brockton Public Schools. The Task Force shall prepare a calendar of professional development offerings for the 2021-2022 school year. The calendar of offerings will be followed to the greatest extent possible; however, it is understood that the Superintendent retains discretion to make modifications to the offerings in the event of unforeseen circumstances, after consultation with the BEPA President. The Paraprofessional Professional Development Task Force shall consist of up to ten (10) members, up to five (5) of whom shall be designated by the Superintendent and up to five (5) of whom shall be designated by the BEPA President.

The Task Force shall meet as necessary before and during each school year at times that are agreed upon by the Members of the Task Forces and may include meetings during the summer, on Saturdays, or after school. The Task Force will coordinate with the BEA

Professional Development Task Force regularly. BEPA members serving on the Task Force shall be compensated for their service in accordance with their hourly rates for up to ten (10) hours per fiscal year. Additional hours if necessary may be requested by the Task Forces, subject to the approval of the Superintendent.

- 17. The Parties agree that, for the next successor contract only, the Parties will bargain for both the Paraprofessionals and the Monitor Teacher Assistants during the same bargaining sessions with the same bargaining teams.

BROCKTON SCHOOL COMMITTEE

BROCKTON EDUCATION  
PARAPROFESSIONAL ASSOCIATION

Mayor Robert F. Sullivan, Chair

Mark D. Agostino, Vice-Chair

Thomas Minichiello, Jr.

Cynthia Rivas Mendes

Tony Rodrigues

Judy Sullivan

5/28/2021  
Date

Joyce J. Asack

Timothy J. Sullivan

Date