

**MEMORANDUM OF AGREEMENT
BETWEEN THE
BROCKTON EDUCATION PARAPROFESSIONAL ASSOCIATION
AND THE
BROCKTON SCHOOL COMMITTEE**

WHEREAS, the Brockton Education Paraprofessional Association (“BEPA”) and the Brockton School Committee (“the School Committee,” and together, “the Parties”) are parties to a Collective Bargaining Agreement covering the time period from September 1, 2021 – August 31, 2022 (“the Contract”);

WHEREAS, consistent with state requirements, the Brockton Public Schools has opened utilizing an in-person model for the 2021 – 2022 school year;

WHEREAS, concerns about the transmittal of COVID-19 have continued to exist;

WHEREAS, in an effort to be abundantly cautious for the safety and well-being of all students and staff, the BEPA and the School Committee have agreed to certain terms and conditions in order to help limit the transmittal of COVID-19 in the Brockton Public Schools to the greatest extent possible;

WHEREAS, representatives of the BEPA and the School Committee have bargained collectively pursuant to Chapter 150E concerning COVID-19 related issues;

NOW, THEREFORE, the BEPA and the School Committee hereby agree to the following terms and conditions:

1. Unless modified by this Agreement, the terms of the Contract shall remain in full force and effect.
2. Testing. The BEPA and the School Committee have reached the following agreements concerning voluntary COVID-19 Testing. BEPA Members are encouraged to participate in this voluntary testing program but, at this time, are not required to do so.
 - A. Routine COVID Safety Checks: Once each week, a shallow nasal swab will be collected. The swab will be placed in a single tube with the swabs of students or colleagues. If a group sample tests positive, individual follow-up testing will be administered.
 - B. "Test and Stay" (close contact testing): Members will be allowed to remain in school if they are identified as a close contact of a student or faculty member who tests positive for COVID-19. Members will be tested daily for a period of seven days from the first date of exposure (or five times since weekends are excluded). This program is only for individuals who had close contact while in school or during a school-sanctioned event. Unvaccinated staff who are in close contact with a COVID-positive case outside of school must quarantine at home. Vaccinated, asymptomatic staff Members are exempt from testing and quarantine response protocols.
 - C. Symptomatic Testing: A shallow nasal swab is collected when a staff member is exhibiting symptoms of COVID-19 at school. We must stress that Members should not go to work if they are exhibiting symptoms of COVID-19. This program is intended as a backup when symptoms suddenly appear during the day.

3. Masking
 - A. Consistent with state requirements, BPS' present policy requires all staff and students to wear a mask while indoors in school buildings, through at least January 15, 2021. BPS will provide the BEPA with notice of any proposed changes to this Policy and agrees to meet with representatives of the BEPA upon request to discuss any updates to the state requirements, and/or the impacts of any proposed changes to the BPS' Policy.
 - B. All mask exemptions will be reviewed by the Human Resources Department and allowed only where legally or educationally required.
 - C. Wherever possible, mask breaks will be outside or in large well-ventilated indoor areas. BPS will designate the specific appropriate indoor areas at each building. Masks breaks will not take place in classrooms or common work areas.
4. PPE. BPS will provide staff with additional PPE upon request, including: gloves, gowns, masks, clear masks and face shields (for Special Education services where needed), wipes, antibacterial and cleaners.
5. Physical Distancing
 - A. Work and student learning spaces may be set up to be physically spaced at least three (3) feet apart where possible, with the understanding that such social distancing may not be able to be maintained in certain special education settings, when administering medical care, when working with younger students, and/or when otherwise not safe or developmentally appropriate.
 - B. Staff and students will maintain a distance of three (3) feet apart, where possible, while they are eating.
6. No BEPA Member's work hours shall change, except in accordance with the Contract or by mutual agreement of the parties.
7. Child Care. BEPA Members shall be permitted to utilize up to a total of ten (10) days of their Sick Leave for any unexpected childcare issues due to COVID-19. BPS may require reasonable documentation in support of such leave. Additional days may be granted on a case by case basis through Human Resources.
8. The terms of the COVID-19 Sick Leave Bank Memorandum of Agreement dated February 8, 2021 shall continue in full force and effect for the 2021 – 2022 school year with the following date modifications:
 - A. An opportunity will be provided for all BEPA Members to enroll in the COVID-19 Sick Leave Bank for the 2021 – 2022 school year. Members who wish to enroll must send an email to PARAMTACOVIDSICKBANK@BPSMA.ORG by January 7, 2022, or within 30 days of hire date for employees hired after January 7, 2022. The email must indicate the number of days (between 1 and 5) that the member wishes to donate to the BEPA Sick Bank.
 - B. BEPA Members who are at the maximum contractual accumulation of Sick Leave (i.e. 210 days) as of September 1, 2021 shall be permitted to donate the twelve (12) days of

Sick Leave to which they are entitled but do not actually receive to the COVID-19 Sick Leave Bank.

9. This Agreement shall neither establish a practice nor set a precedent to any modified working condition set forth herein. Furthermore, during the term of this Agreement, there shall be no other changes to working conditions, policies, rules, and/or benefits unless mutually agreed upon by the BEPA and the School Committee.
10. This Agreement shall only be applicable for the 2021-2022 school year.

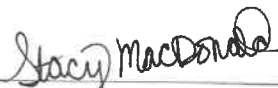
Signed in the City of Brockton on this 9th day of December, 2021.

BROCKTON SCHOOL COMMITTEE

BROCKTON EDUCATION
PARAPROFESSIONAL ASSOCIATION



Michael P. Thomas, Superintendent



Stacy MacDonald, President