

SIDE LETTER OF AGREEMENT
BETWEEN THE
BROCKTON EDUCATION SUPPORT PROFESSIONAL ASSOCIATION
AND THE
BROCKTON SCHOOL COMMITTEE

WHEREAS, the Brockton Education Support Professional Association (“the BESPA”) and the Brockton School Committee (“the School Committee”) are parties to a Collective Bargaining Agreement that is effective from September 1, 2021 – August 31, 2022 (“the Contract”);

WHEREAS, the BESPA and the School Committee are actively negotiating a successor agreement and both desire to address issues related to monitors on buses and vans immediately;

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

1. Upon execution of this Agreement, the following revisions shall go into effect and shall be memorialized in the successor agreement between the Parties.

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


Special Education Paraprofessionals, City/Building Paraprofessionals, **Pre-school Paraprofessionals, SEI/Launch Paraprofessionals, Library Paraprofessionals, MTAs,** 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 **Employee**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. **Employees**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~~**one (1) hour** for riding the van or bus before school, and a minimum of ~~thirty (30) minutes~~**one (1) hour** 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). **Employees**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 an **Employee**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, **Pre-school Paraprofessionals, SEI/Launch Paraprofessionals, Library Paraprofessionals, MTAs** or Kindergarten Paraprofessional with the least seniority based on district hire date at the building level shall be assigned to that position, with the understanding that only a Special Education Paraprofessional may 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. **Best efforts will be made to assign no more than two students with special needs to a monitor on a van. If any employee has concerns about safety, they should immediately contact the building principal.**

Signed in the City of Brockton on this 12 day of September, 2022.

BROCKTON EDUCATION SUPPORT
PROFESSIONAL ASSOCIATION


Stacy MacDonald, President

BROCKTON SCHOOL COMMITTEE


Michael Thomas, Superintendent