

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 Educational Support Professionals 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 three-year period from September 1, 2022 through August 31, 2025.

1. The Parties developed and adopted a new Collective Bargaining Agreement to replace the two (2) existing collective bargaining agreements between the Committee and the Brockton Educational Paraprofessional Association and the Brockton Educational Paraprofessional Association representing the Monitor Teacher Assistants that was effective until August 31, 2022. Those agreements shall be voided with the adoption of this new collective bargaining agreement.
2. Housekeeping
 - a. Incorporate all side letters/MOAs as appropriate;
 - b. Update dates and numbering of paragraphs
3. Article VI, **Employment**: Revise Section C as follows:

~~An employeeParaprofessional~~ who will be absent on a scheduled work day is expected to provide timely notification of ~~her/his~~**their** absence through the electronic absence management system. If an employee knows they will be absent for multiple days, they will provide as much notice as possible of the full duration of their anticipated absence. The failure of ~~an employeeParaprofessional~~ to provide such notification without sufficient justification may subject ~~that employee~~~~her/him~~ to discipline, up to and including discharge.

4. Article VI, **Employment**: Add a NEW Section D to read as follows:

All employees shall sign in and out at the central office or other designated location

reasonably proximate to their work location of their assigned building each day and if they leave the school grounds during the day, they shall sign out and sign back in upon their return. Such process shall not be used for disciplinary purposes related to tardiness or absenteeism.

5. Article VII, **Assignment**: Add a NEW Section J to read as follows:

For employees who are working towards attaining their teaching license and express in writing the need to complete their student teaching, the District will make best efforts to assign the employee where such student teaching may be accomplished during the normal work day.

6. Since both parties share the goal of strengthening and making meaningful the evaluation system, a separate sub-committee to meet and propose an improved system. The sub-committee's proposal will be final. The committee will consist of:
- A. At least one Principal or Dean
 - B. An HR Representative
 - C. Other employer representatives as necessary, totaling no more than 4 people
 - D. 4 BESPA members: SPED para, building para, an MTA, and a Clerical para

7. **Article X, Extended Leaves of Absence, C Amend as follows:**

Parental leave of at least two (2) consecutive three (3) month periods will be granted without pay or increment for the following reasons: birth of a child; adoption of a child; or legal placement of a child. "Child" shall be defined as under the age of 18 or under the age of 23 if the child is disabled. The three (3) month leave may be extended at the discretion of the Superintendent of Schools. An employee who requires parental leave should notify his/her immediate superior in writing as soon as possible. Appropriate medical evidence of fitness may be required prior to returning from such leave if sick leave was utilized for the ~~Paraprofessional~~ **employee's** own health condition. An employee who takes sick time for his/her own health condition in conjunction with a parental leave will in no event return earlier than six (6) weeks after the departing on parental leave. **After accrued paid sick days are exhausted or if sick leave is not available, an employee may elect to use accrued supplemental pay and accrued personal days for compensation while on parental leave. If an employee intends to use supplemental pay for any part of their parental leave, they must provide written notice to the Business Office of the number of supplemental pay days that they would like to use at least one month in advance of their intended departure date, if possible.**

8. Article X, **Extended Leaves of Absence**: Revise Section E as follows:

The Committee ~~may~~**will** grant a leave of absence without pay or increment to any employee to campaign for or to serve in any public office for one term of said office. The

leave of absence may be extended at the end of the term of said office at the discretion of the Superintendent of Schools or his/her designee.

9. Article X, **Extended Leaves of Absence**: Add a NEW Section K to read as follows:

Employees may apply to the Superintendent for an unpaid leave of absence for up to one (1) school year, which shall be granted at the sole discretion of the Superintendent. Any denials of leave under this Section may not be grieved under any provision of this Agreement.

10. Article XI, Hours of Work, change term “vacation pay” to “supplemental pay” except in the case of Registration Paraprofessionals.

11. Article XI, Hours of Work, Revise paragraph A as follows:

The normal workday for Six-Hour ~~Paraprofessionals~~**employees** shall coincide with the hours of the school to which they have been assigned, however, the number of hours per day will not exceed six hours and fifteen minutes (6 hours, 15 minutes). The normal workday for Seven-Hour ~~Paraprofessionals~~**employees** shall also coincide with the hours of the school to which they have been assigned, however, the number of hours per day will not exceed seven hours and fifteen minutes (7 hours, 15 minutes). Expanded Day ~~Paraprofessionals~~**employees** shall be those ~~Paraprofessionals~~**employees** assigned to work in a school with an Expanded Day program. The normal workday for Expanded Day ~~Paraprofessionals~~**employees** shall also coincide with the hours of the school to which they have been assigned, however, they will not exceed eight (8) hours. The normal workday for Registration Paraprofessionals during the school year shall be 8:00 a.m. to 3:30 p.m. on Mondays, Tuesdays, Thursdays and Fridays. On Wednesdays, the work day for Registration Paraprofessionals shall be 8:00 a.m. to 7:30 p.m. Summer hours for Registration Paraprofessionals are outlined in Article XI, Section J. With respect to the Seven-Hour ~~Paraprofessionals~~**employees** and Expanded Day ~~Paraprofessionals~~**employees**, it is understood that the designation of the workday as not exceeding seven hours and fifteen minutes shall not be construed as a guarantee of those hours and that the need for additional time beyond the current seven hour day shall be determined by the Superintendent or his designee based on the school department’s needs/requirements. Additional hours may be assigned at the request of the Superintendent of Schools or his designee and if there is no objection on the part of the ~~Paraprofessional~~**employees** involved. All ~~paraprofessionals~~**employees** shall be given a 30-minute duty-free period for lunch during their work day, which shall be unpaid.

~~Every MTA covered by this agreement will be assigned a regular workday, the hours of which shall be dependent upon the specific school and assignment of the particular MTA.~~

~~Depending on the specific assignment, the workday of an individual MTA may begin before the start of the school day and/or extend beyond the end of the school day. The workday of full-time MTAs shall include a thirty (30) minute unpaid lunch break.~~

12. Article XI, Hours of Work, Revise paragraph D as follows:

The following holidays shall be with pay:

- | | |
|---------------------------|------------------------------------|
| 1. Columbus Day | 7. Martin Luther King Day |
| 2. Veterans Day | 8. Presidents' Day |
| 3. Thanksgiving Day | 9. Day after Presidents' Day |
| 4. Day after Thanksgiving | 10. Patriots' Day |
| 5. Christmas Day | 11. Memorial Day |
| 6. New Year's Day | <u>12. Juneteenth Day**</u> |

**** If the holiday occurs during the school year**

13. Article XI, **Hours of Work**: Add the following language to the end of Section D:

Employees who are on unpaid status for either the day before or the day after the holiday shall not be eligible for the holiday pay.

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

Employees employed from the first **work** day of the school year, **which shall be the day before students return to school,** will be guaranteed ~~181~~**182** days paid employment. In the event that the academic year is less than ~~181~~**182** days, the **employee** will be given the option of either working the difference between the actual year and the ~~181~~**182** days for pay or not working and receiving no compensation. Those employed less than a full school year will be prorated from the date of employment. If a special needs student to whom a **employee** is assigned in a one-to-one capacity leaves the school system after the start of a school year, the **employee** 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.

15. Article XI, **Hours of Work**: Revise Section F as follows:

Beginning in the 2023-2024 school year the parties shall create a Substitution Pilot Program. The pilot program shall run for the duration of the 2023/2024 and 2024/2025 school year. Continuation of any of the changes outlined in the Substitution Pilot Program, which include the below changes to Article XI, Section F, shall only occur by mutual agreement. The parties agree that at least two (2) representatives from BESPA and Brockton Public Schools will meet at least annually with the goal of mutual agreement on the implementation of the pilot project as outlined below:

1. Starting in the 2022-2023 school year, the Parties agree that the Committee will reclassify existing bargaining unit members into the appropriate job classes/categories based upon on their actual job duties performed in the 2022-2023 school year. (Ex. A Building Paraprofessional who is actually serving as a Kindergarten or Launch Paraprofessional shall be re-named as such.) The parties agree that the employer will begin the process to reclasssify the positions after the ratification of this Agreement, and that all bargaining unit members shall be notified of their classification by the last day of school for the 2022-2023 school year.

2. Any employee who received a stipend based on their position for the 2022-2023 school year shall retain that stipend if reclassified into another position, for as long as they remain in that reclassified position. If the employee subsequently bids for another position, they will no longer receive the stipend connected to their pre-reclassification position.

3. Beginning with the 2023-2024 school year, and lasting for the duration of the subsequent school year, Building/City Paraprofessionals, Building MTAs, and One to One Paraprofessionals if their assigned child is absent shall not be permitted to decline a substituting assignment. These employees shall also be the employees required to substitute before any other bargaining unit members. All other bargaining unit members may be required to substitute in their assigned grade level and may decline assignments outside of their assigned grade level.

4. During the course of the Substitution Pilot Project Building/City Paraprofessionals and Building MTAs will receive a \$750 annual stipend.

5. For the duration of the 2022-2023 school year, MTAs will not be permitted to decline substituting assignments.

Upon ratification of the 2023-2025 agreement and for the duration of the Substitution Pilot Program only, In the event that an employee Paraprofessional must replace a secretary and perform a major portion of the secretary's duties and responsibilities, the Paraprofessional employee will receive an additional thirty dollar ~~twenty-eight dollars and sixty cents (\$28.60)~~ 30 per day for such duties.

Upon ratification of the 2023-2025 agreement and for the duration of the Substitution Pilot Program only, Employees Paraprofessionals who agree are assigned or agree to

substitute for a classroom teacher will be paid an additional ~~fifty~~ **seventy-five** dollars (\$~~75~~**50**.00) per day for such duties, except that this figure shall be ~~fifty-four~~**seventy-nine** dollars (\$~~54~~**79**.00) per day should this substitution be in classes designated as emotionally impaired or sub-separate special education. If any of the above substituting situations occur for half a day, the ~~employee~~**Paraprofessional** will be paid half of the appropriate rate. ~~An employee~~ **Paraprofessional** will only be eligible for substitute pay in a classroom if the classroom teacher is absent from the classroom for either the full or half day, and the ~~employee~~**Paraprofessional** performs the role of a substitute teacher for the period of the teacher's absence. It is agreed that ~~employees~~**Paraprofessionals** will not be eligible for the above described substitute pay for classroom coverage. It is agreed that no compensation under this section will be due for classroom coverage resulting from a teacher's absence of less than a half day from the classroom.

If, as a result of the absence of the nurse, a health aide's duties are increased, a differential of forty dollars (\$40.00) per day will be paid. It is understood that a health aide is not a nurse and as such will not dispense medications.

16. MTA Benefits: Amend the contract in the following ways (language would eliminate the MTA specific language and change "paraprofessional" to "employee"):
 - a. In Year 2 of the contract, move MTA's sick leave schedule to match paraprofessional standard (Article XV, A)

17. Article XV, **Sick Leave**: Add the following language to end of Section A as follows:

Generally, sick leave will be utilized in full day increments. However, under the following conditions, a half day may be utilized.

- 1. If an employee becomes ill while at work and needs to leave work for the rest of the day within the first 1½ hours of his/her applicable contractual work day, (s)he will be charged a full sick day. If an employee who becomes ill leaves work within the last 1½ hours of his/her applicable contractual work day, (s)he will not be charged any sick time. If an employee becomes ill and leaves work for the rest of the day between the points in time identified in the two preceding sentences, (s)he will be charged ½ of a sick day.**
- 2. Employees are strongly encouraged to schedule medical appointments and medical treatments outside of the workday. If such scheduling is not possible, and if an employee therefore must use sick leave, the employee will be charged only a half sick day if the absence is for one-half or less than one-**

half of his/her applicable contractual work day. Employees are required to provide Human Resources with documentation showing the date and time of the medical appointment in advance of the absence if possible, otherwise it must be provided as soon after the absence as possible. Failure to provide this notice will lead to the absence being considered unexcused and may lead to potential discipline for sick time abuse. Except under extenuating circumstances, employees will be limited to the use of no more than four (4) half sick days per year for medical appointments or medical treatment. Employees are expected to give as much notice as possible to their supervisor for absences due to medical appointments or medical treatment, although no disclosure of the underlying medical reason is needed.

18. Article XX, Agency Fees: Delete Article

19. Article XIX, General, Add new paragraph K to read as follows:

Enrollment of Children of Employees:

1. **Subject to the approval of the Superintendent or Designee, and contingent upon the factors set out below, non-resident children of bargaining unit members may enroll, without charge for tuition, in the Brockton Public Schools.**
2. **Enrollment and/or continued enrollment of a non-resident child in the Brockton Public Schools under this policy is contingent upon the following:**
 - a. **The child is enrolled by October 1st or the child must wait until the following school year to enroll.**
 - b. **The child's parent continues to be a staff member of the Brockton Public Schools.**
 - c. **Space is available in the appropriate program, grade level, and/or classes in the building in which the student desires to enroll.**
 - d. **The child abides by the regulations of the Brockton Public School**
 - e. **Children who have expelled from another public or private school will not be eligible for admittance.**
 - f. **The student's admission to a particular school must be consistent with School Committee Policy JC/JCV, Section 3, m.**
 - g. **Transportation will be the responsibility of the parent.**
 - h. **The purpose of this policy is to permit the non-resident children of current staff members to attend the Brockton Public Schools. Therefore, in the event that a student who has been admitted pursuant to this policy required an educational placement outside the Brockton Public School setting, that student will return to his/her town or city of residence in order to obtain the needed educational placement.**

20. Appendix A: Revise Section B to read as follows:

~~Registration Paraprofessionals, and Health Paraprofessionals, and Paraprofessionals~~ who work at the Adult Learning Center with adult students on the 3:00-9:00 P.M. shift, 9:00 A.M.-3:00 P.M. shift or 11:00 A.M. – 5:00 P.M. shift will receive a 3% differential.

21. Appendix A: Add 2nd paragraph to D

Add:

Library paraprofessionals shall not be assigned outside of the library to do work in classrooms during time when students are not in the library unless it is a time when students normally would have been assigned to the library and the students are not present (i.e., a field trip day). This time when library is free will be reserved for tasks such as sorting, lifting, and shelving library books; maintaining inventory; processing books; and performing clerical tasks.

22. Appendix A: Revise section to read:

All ~~Paraprofessionals~~ **employees** assigned to substantially separate classrooms, preschool paraprofessionals, one-to-one paraprofessionals, and ~~paraprofessionals~~ **employees** who serve as interpreters for the hearing impaired shall receive a \$1,000 stipend per year.

All other ~~Paraprofessionals~~ **employees** who are ~~categorized as Special Education Paraprofessionals~~ **assigned to special education settings or students**, but who do not belong to one of the classifications listed above shall receive a stipend of \$750 per year.

23. WAGES

Year 1 - \$2/hour increase

Year 2 - \$2/hour increase

Year 3 - \$2.25/hour increase

24. The Parties agree to meet to discuss the terms and conditions of employment for the Registration paraprofessionals and agree to work to align the contract language to reflect their actual working conditions.

For the Brockton Educational Support
Professionals Association

For the Brockton School Committee

Date
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Date