

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Brockton School Committee ("the Committee") and the Brockton Education Support Professional Association ("the Union"). The Committee and the Union may be referred to together as "the Parties."

WHEREAS, the Committee and the Association are parties to a collective bargaining agreement with a term of September 1, 2022 through August 31, 2025 ("the Contract"); and,

WHEREAS, representatives of the Parties have engaged in bargaining over the inclusion of the position of "Safety and Security Specialist" in the bargaining unit represented by the Union; and,

WHEREAS, the Parties' representatives have reached agreement on the terms on which the position of Safety and Security Specialist will be included in the bargaining unit, including how and what extent the existing provisions of the Contract will apply to Safety and Security Specialists;

NOW THEREFORE, having bargaining collectively pursuant to M.G.L. c. 150E, the Parties hereby agree as follows:

1. Effective upon ratification of this Agreement, the position of Safety and Security Specialist shall be included within the bargaining unit.
2. The Parties agree that the existing provisions of the Contract will apply to the Safety and Security Specialists as detailed in the attached Exhibit A. Necessary updates to the contractual language will be made in the Parties' successor Contract to reflect this Agreement.
3. With the exception of the hourly wage rate change set forth in Exhibit A, no other provisions of the Contract will apply retroactively to Safety and Security

Exhibit A

Article I

The position "Safety and Security Specialists" shall be added to the Recognition Clause.

Article II

This Article shall apply fully to the Safety and Security Specialists.

Article III

This Article shall apply fully to the Safety and Security Specialists.

Article IV

This Article shall apply fully to the Safety and Security Specialists.

Article V

This Article shall apply fully to the Safety and Security Specialists.

Article VI

Sections A & B of this Article shall not apply to Safety and Security Specialists. All other provisions of this Article shall apply fully to the Safety and Security Specialists.

Article VII

Section A of this Article shall not apply to Safety and Security Specialists. All other provisions of this Article shall apply fully to the Safety and Security Specialists. The language of Section G shall be modified to include a specific reference to Safety and Security positions.

Article VIII

Section G of this Article shall not apply to Safety and Security Specialists. All other provisions of this Article shall apply fully to the Safety and Security Specialists. In addition, a new Section H shall be added to this Article, reading as follows:

All Safety and Security Specialists hired before the start of an academic year will be required to attend mandatory 8 hours safety and security training, including but not limited to restraint/crisis prevention training, by a qualified provider prior to students returning to school. Any Safety and Security Specialists hired after the start of the academic year will be required to complete the aforementioned training within thirty (30) days of hire but in no case later than sixty (60) days after hire.

The Parties agree that for the purposes of Section F regarding probationary employees, all Safety and Security Specialists shall be considered to be new employees as of the ratification of this Agreement. Consequently, the first day of the 2024-2025 school year shall be considered day 1

of their 90-school day period as an at will employee, and the 2024-2025 school year shall be considered their first full school year for purposes of nonrenewal.

Article IX

Section D of this Article shall not apply to Safety and Security Specialists. All other provisions of this Article shall apply fully to the Safety and Security Specialists.

Article X

This Article shall apply fully to the Safety and Security Specialists.

Article XI

Section A of this Article shall be modified by adding the following language:

Safety and Security Specialists' work schedule shall adhere to the approved school calendar. Their work day consists of eight (8) hours per day, and their work year consists of one hundred eighty-two (182) days per school year.

Sections B and C of this Article shall not apply to the Safety and Security Specialists.

Section D of this Article shall be modified by adding the following language:

Effective for the 2024-2025 school year, Safety and Security Specialists shall be entitled to the following paid holidays annually:

Thanksgiving

Christmas Day

New Year's Day

Patriots' Day

*Juneteenth (only in years in which it falls during the school year)

Section E of this Article shall apply fully to the Safety and Security Specialists.

Sections F and G of this Article shall not apply to the Safety and Security Specialists.

Section H of this Article shall apply fully to the Safety and Security Specialists.

Sections I, J, and K of this Article shall not apply to the Safety and Security Specialists.

Article XII

This Article shall apply fully to the Safety and Security Specialists.

Article XIII

This Article shall apply fully to the Safety and Security Specialists.

Article XIV

This Article shall apply fully to the Safety and Security Specialists.

Article XV

Section C of this Article shall not apply to the Safety and Security Specialists. Section D of this Article shall be modified to include Safety and Security Specialists in the low sick leave utilization benefit on the same terms as Monitor Teacher Assistants. All other Sections of this Article shall apply fully to the Safety and Security Specialists.

Article XVI

This Article shall apply fully to the Safety and Security Specialists.

Article XVII

This Article shall apply fully to the Safety and Security Specialists.

Article XVIII

This Article shall apply fully to the Safety and Security Specialists.

Article XIX

This Article shall apply fully to the Safety and Security Specialists.

Article XX

This Article shall apply fully to the Safety and Security Specialists.

Article XXI

This Article shall be modified by adding "Safety and Security Specialists" to the second sentence of Section A.1., for the purposes of maintaining a separate seniority list for this position. In addition, the following paragraph will be added to Section C:

For Safety and Security Specialists: In the event layoffs become necessary, the Superintendent will consider the needs of the system as well as the respective seniority of the employees in making decisions concerning who will be laid off. Notice of layoffs will be provided no later than June 10th of each year.

All other sections of this Article shall apply fully to the Safety and Security Specialists.

Article XXII

The provisions of the existing Article XXII shall apply fully to the Safety and Security Specialists. This existing Article XXII shall be renumbered as Article XXIII, and a new Article XXII shall be added, reading as follows:

Article XXII – CLOTHING ALLOWANCE

Safety and Security Specialists shall wear a common outfit which identified them as safety and security personnel. Such clothing will be determined by the Brockton Public Schools with input and advice from the Safety and Security Specialists. The District shall provide each Safety and Security Specialist with five (5) shirts per school year. In addition, in the first year of employment, each Safety and Security Specialist shall receive two (2) sweatshirts and one (1) jacket. In subsequent years, the employee shall have the choice of one (1) additional sweatshirt or jacket. Additional clothing requests may be made by an employee and approved at the discretion of the District.

APPENDIX A

This Appendix shall not apply to Safety and Security Specialists.

APPENDIX B

This Appendix shall not apply to Safety and Security Specialists.

WAGES


Retroactive to April 26, 2024, Safety and Security Specialists shall be paid at the rate of \$20.90/hour, and this rate shall remain effective for the 2024-2025 school year.

Specialists, and will apply only prospectively from the date of ratification of this Agreement.

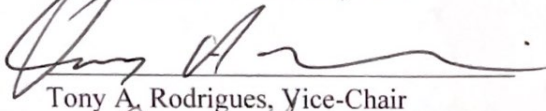
4. This Agreement is subject to ratification by the full membership of the School Committee.

WHEREFORE, intending to be bound, the Parties have executed this Agreement as of the date set forth below.

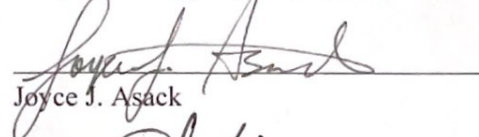
FOR THE COMMITTEE:



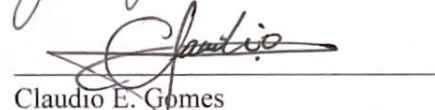
Mayor Robert F. Sullivan, Chair



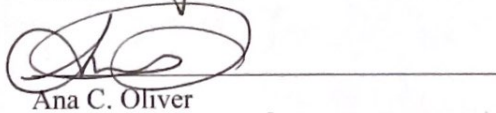
Tony A. Rodrigues, Vice-Chair



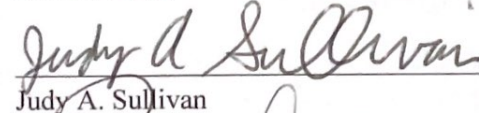
Joyce J. Asack



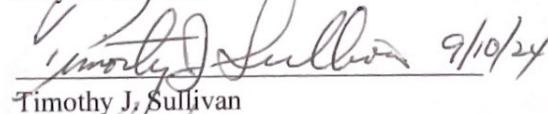
Claudio E. Gomes



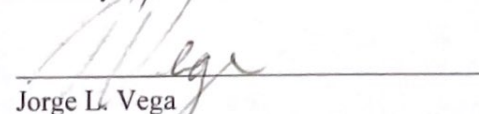
Ana C. Oliver



Judy A. Sullivan

 9/10/24

Timothy J. Sullivan

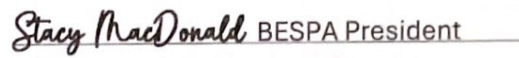


Jorge L. Vega

9-10-24

Date

FOR THE UNION:

 BESPA President

Date: 8/13/24