

MEMORANDUM OF AGREEMENT
BETWEEN
THE BROOKLINE SCHOOL COMMITTEE
AND
THE BROOKLINE EDUCATORS UNION – PARAPROFESSIONAL UNIT

June 20, 2023

The Brookline School Committee (“Committee”) and the Brookline Educators Union-Paraprofessional Unit (“Union”), collectively referred to as the “Parties” agree to extend their September 1, 2020- August 31, 2023 collective bargaining agreement through August 31, 2026 except as modified by this Memorandum of Agreement. The Parties agree to the following modifications:

1. Article 12 Duration (p. 29):

A. This collective bargaining agreement shall be effective from September 1, 2023 to August 31, 2026.

B. Replace “November 1, 2022” with “November 1, 2025”.

2. Wages: Appendix A.2 (pp. 31-42):

Effective Date	Increase to all steps in each Salary Schedule
September 1, 2023	\$1.25
September 1, 2024	\$1.50
September 1, 2025	\$1.75

Effective at 11:59 PM on August 31, 2026, Step 2 of Schedules #2 and #2A shall be eliminated and a new Step 11 shall be added to Schedules 2 and 2A. Step 11 in Schedule 2 shall be 2.5% above the then current Step 10 in Schedule 2. (Step 11 in schedule #2A is \$3.00 above Step 11 in Schedule 2.)

3. New Appendix D:

A paraprofessional who is regularly scheduled to work fewer than forty (40) hours per work week may apply to serve as a club advisor for school-based activities provided that such service does not result in the paraprofessional working in the aggregate more than forty (40) hours in a work week. In no case shall such service as a club advisor be more than 2.5 hours per week unless the principal requests a waiver of the 2.5 hour cap and the Human Resources Director approves such waiver. When the paraprofessional is appointed by the building principal/head of school to serve as a club advisor, the paraprofessional shall be paid at the paraprofessional’s regular hourly rate for the work as a club advisor.

4. Appendix A (p. 30):

Amend Section A.1 C. (p. 30) by adding the following new paragraphs to Section C:

Notwithstanding the prior paragraph:

- a paraprofessional in Schedule 2 who moves to Schedule 2A during the work year shall remain on the same step on Schedule 2A as the paraprofessional was on in Schedule 2;
- a paraprofessional in Schedule 2A who moves to Schedule 2 during the work year shall remain on the same step on Schedule 2 as the paraprofessional was on in Schedule 2A;
- a paraprofessional who was in Schedule 2 who moves to Schedule 2A at the start of the work year shall move to the same step on Schedule 2A as the paraprofessional would have been on had the paraprofessional remained on Schedule 2;
- a paraprofessional who was in Schedule 2A who moves to Schedule 2 at the start of the work year shall move to the same step on Schedule 2 as the paraprofessional would have been on had the paraprofessional remained on in Schedule 2A.

Notwithstanding any provision to the contrary in this Agreement, the Superintendent or Superintendent's designee shall have the sole discretion to place an individual upon promotion on the salary schedule at any step that has a higher hourly rate in the appropriate Salary Schedule. The Superintendent/designee shall notify each such individual of placement under this provision.

5. Article 3.4 Holidays (p. 6):

- Effective September 1, 2023, amend Section B by adding the following holiday to the list of holidays:
"Columbus Day/Indigenous People's Day" (housekeeping)
"Juneteenth".
- Effective September 1, 2023, amend Section C by adding the following to the list of holidays:
"Juneteenth when the work year extends beyond the day that Juneteenth is celebrated".
- Effective September 1, 2024, amend Section C:
 - (i) by deleting "who have worked for the Public Schools of Brookline in the BEU-paraprofessional unit for at least one full work year (effective September 1, 2012)" from the end of the first sentence in Section C; and
 - (ii) by deleting "who have worked for the Public School of Brookline in the BEU-paraprofessional unit for at least one full work year" and by deleting "six (6)" in the second paragraph.
- Effective September 1, 2024, amend Section A by adding the following holiday to the list of holidays: "Lunar New Year when it falls on a Monday, Tuesday, Wednesday, Thursday or Friday".

6. Article 7.18 Tuition Reimbursement for College Courses/Other Courses/Educational Training Program (p. 25):

- A. Amend the first two sentences in Article 7.18 as follows (new language underlined; deleted language struck):

Effective September 1, 2007, the School Committee will establish a tuition reimbursement fund for paraprofessionals. Effective September 1, ~~2010~~2023, such fund shall be ~~\$6,100~~ \$10,000 per contract year.

- B. Amend paragraph B of Article 7.18 as follows (new language underlined; deleted language struck):

B. Subject to the ~~\$6,100~~ \$10,000 fund maximum per contract year, there is a limit of ~~\$500~~ \$750 of reimbursement per contract year per paraprofessional who has completed at least one (1) full year of service in the Public Schools of Brookline and fewer than three (3) full years of service and there is a limit of ~~\$750~~ \$1,000 of reimbursement per contract year per paraprofessional who has completed at least three (3) full years of service to the Public Schools of Brookline.

7. Articles 1.2 (p. 2), 7.6 B (p. 20), and 7.7 A and B (p. 21):

- A. Delete the definition of “Probationary Period” in Article 1.2.
- B. Amend Section B of Article 7.6 by replacing “five (5) years of service” with “three (3) years of service”.
- C. Amend Section A of Article 7.7A as follows (deleted language struck, new language underlined):

Good Cause. ~~No paraprofessional who has completed the probationary period shall be dismissed or suspended during his or her work year without good cause. As of September 1, 2010, n~~No paraprofessional with three (3) years of service shall be dismissed or suspended without good cause.

- D. Amend Section 7.7B paragraph ii, subparagraphs 4 and 6, by replacing “30 working day period” with “45 working day period”.

8. Article 1.4 A (pp. 2-3):

- A. Amend Section A of Article 1.4 as follows (deleted language struck; new language underlined):

The Committee recognizes the BEU as the exclusive representative of a unit including After School Aide, Aide, Assistant System Manager, Athletic Aide, Attendance Supervisor, BEEP Aide, ~~Certified~~ Occupational ~~Therapy~~ Therapist Assistants (“~~COTAs~~”), Data Analysis Specialist, Data Systems & Application Manager, System Substitute, METCO Bus Monitors, Parent Out-Reach Coordinator, Understanding Handicaps Coordinator, Early Childhood Aide, ELL Enrollment & Assessment Specialist, ESL Instructional Aide, Food Services Aide, Instructional Aide, Library Aide, METCO Aide, METCO Instructional Aide, METCO Tutor, Parent Liaison, Physical ~~Therapy~~ Therapist Assistant, Preschool Aide, Research Assistant, Security Aide, Systems Operator, Teachers Aide, Tech Support, Title I Educational Aide, TK Aide, BHS Graphic Arts Publishing Center Coordinator, Senior Application Support

Specialist, Webmaster, Teen Advantage Coordinator, Application Support Specialist, Tutoring Center Coordinator, Home/Community Liaison, Performing Arts Production Aide and Parent Outreach Coordinator, Step to Success Project Advisor, Step to Success Assistant Project Director, Mediation Coordinator, Special Education Budget Analyst, Tappan Security Monitor, Assistant to the Athletic Director, but excluding all other employees of the Committee as certified by the Massachusetts Labor Relations Commission in case number MCR-4504, and/or as may be amended by this Agreement or otherwise by mutual agreement of the parties from time to time, for purposes of collective bargaining with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment.

The position of Application Support Specialist in the human resources department is a confidential employee and shall not be included in the bargaining unit

B. Replace the following throughout the agreement:

Current Reference	Replacement
COTA	OTA
Certified Occupational Therapy Assistant	Occupational Therapist Assistant
Certified Occupational Therapy Assistants	Occupational Therapist Assistants
Physical Therapy Assistant	Physical Therapist Assistant
Physical Therapy Assistants	Physical Therapist Assistants

9. Article 3.1 D.

Amend Section D of Article 3.1 as follows (new language underlined; deleted language struck):

Effective July 1, ~~2009~~ 2023, the Superintendent may require, on a year by year basis, some or all employees to work one (1), ~~or two (2)~~, three (3), or four (4) days in addition to the number of days in the work year(s) described in Appendix A.2. ~~One or both of t~~These additional day(s) may be scheduled up to two weeks prior to the start of the school year for students and may be used for training/professional development purposes. Current employees required to work these days will be notified in writing no later than June 15* of the prior school year, and the School Committee/designee will notify the Union. Employees required to work an additional day/days shall be paid at their straight time hourly rate for work on such additional day/days at the rate in effect for the school year beginning September 1 and the provisions of Article 3.3 shall not be applicable to such additional days. An employee required to work the above referenced additional ~~one or two~~ day(s) may be excused from attending one or ~~both~~ more of the days for extraordinary circumstances by ~~his/her principal or supervisor~~ the Deputy Superintendent of Student Services. The Deputy Superintendent for Student Services /designee may schedule all or part of such additional day(s) to be used for planning, training, review of IEP and/or 504 requirements for employees in positions covered by Salary Schedule 2 or Salary Schedule 2A.

*For the 2023-2024 work year, notice may be made no later than June 30, 2023 and shall not exceed 3 additional days.

10. New Job Requirements (not to be included in the CBA)

A. Add the following requirements for paraprofessionals working in the following programs/assignments:

<i>Paras Assigned to:</i>	<i>Requirement</i>
LAHB K-1	Orton-Gillingham (10-hour training) prior to the start of the school year, within sixty (60) calendar days of the start of the school year, or within sixty (60) calendar days of initial employment in the assignment, or another reading/literacy program approved by the Deputy Superintendent for Student Services. Orton Gillingham may be waived by the Deputy Superintendent for Student Services for employees who are hired having completed another reading/literacy program approved by the Deputy Superintendent for Student Services.

For the purposes of this section, (i) Orton-Gillingham training shall mean the ten-hour introduction to Orton-Gillingham and the certificate of attendance.

As early as October 15, 2023, the Committee may initiate bargaining over a plan to require RBT training in the future for paraprofessionals assigned to RISE, TLC, ExCel, Winthrop House, and employees assigned to work with a student(s) who has behavior goals in Grid C on their IEPs. Subjects of bargaining will include but are not limited to employee supports around training and testing.

B. New Salary Schedule #2A for completion of RBT (to be included in the CBA):

The new Salary Schedule for employees who: (i) are assigned to RISE, TLC, ExCel, Winthrop House, or to work with a student who has behavior goals in Grid C in the student’s IEP, **and** (ii) have successfully completed RBT training and obtained RBT certification shall be Salary Schedule #2A. Salary Schedule #2A shall have the same steps as Salary Schedule #2 but each step in Salary Schedule #2A shall be \$3.00 greater than the corresponding step in Salary Schedule #2. Employees who: (i) are assigned to RISE, TLC, ExCel, Winthrop House, or to work with a student who has behavior goals in Grid C in the student’s IEP, **and** (ii) complete RBT during a work year move to the same step number in Salary Schedule #2A as they were on in Salary Schedule #2. Employees who: (i) are assigned to RISE, TLC, ExCel, Winthrop House, or to work with a student who has behavior goals in Grid C in the student’s IEP, **and** (ii) complete RBT after the end of the work year and prior to the start of the following work year, move to the Step number in Salary Schedule #2A that is the same number as they would have been on at the start of the work year in Salary Schedule #2. The Special Program Differential is not applicable to employees on Salary Schedule #2A as it has been incorporated into the wage schedule. If the employee in Salary Schedule #2A moves to a position that is not in RISE, TLC, ExCel, Winthrop House, or with a student who has behavior goals in Grid C in the student’s IEP, they will move from Salary Schedule #2A to the salary schedule for the position to which they move.

11. New Section 7.19:

7.19 Involuntary Transfer to a Different School Building During the School Year Paraprofessionals in Salary Schedules #2 or #2A will receive written/email notice of an involuntary transfer to a different school building during the school year with the reason for the transfer to a different school building. The paraprofessional may meet with the paraprofessional’s supervisor outside of the

BEU to discuss the involuntary transfer and may be accompanied by a BEU representative at this meeting provided, however, that such a meeting does not delay the transfer. A paraprofessional being involuntarily transferred may, at the paraprofessional's option, take a leave of absence without pay for the remainder of the school year to which the transfer would apply provided that the paraprofessional provides written notice of the election of such option to the Human Resources Director within five (5) calendar days of notice of the involuntary transfer. Such paraprofessional who elects to take the unpaid leave of absence shall notify the Human Resources Director on or before June 1st of the paraprofessional's intent to return to work the following school year. Failure by the paraprofessional on leave to provide notice of intent to return on or before June 1st shall be deemed a voluntary resignation.

12. Article 4.1 C Sick Leave Bank (pp. 8-9):

A. Replace Section i. with the following:

- i. Effective September 1, 2023, subject to paragraph ii below, bargaining unit employees will be eligible to participate in the existing Unit A and B sick leave bank. Such bank will continue to be administered by the sick leave bank committee consisting of four members, two designated by the BSC and two designated by the BEU.

B. Replace subparagraph vi with the following:

- vi. Effective September 1, 2023, during the first year of membership in the Sick Leave Bank, a paraprofessional may not withdraw more than 60 days. Starting in the second year of membership and each year thereafter, a paraprofessional may not withdraw more than ninety (90) days from the Sick Leave Bank per school year.

13. Article 3.1 E

Amend paragraph E of Article 3.1 by adding the following to the end of paragraph E:

With the approval of the building principal, a paraprofessional who is regularly assigned to a classroom shall have the right of refusal to substitute in the absence of the classroom teacher. When working as the substitute teacher, the paraprofessional is not expected to be working as the paraprofessional in the classroom at the same time.

14. Subject to approval of the BEU- Unit A, the BEU may appoint a paraprofessional to serve as one or more of its representatives on the Working Group on Workforce Diversity and Underrepresented Staff provided for in Article 1.3 of the BEU Unit A collective bargaining agreement.

15. The following positions will be moved to schedule 9A:
Application Support Specialist
Educational Technology Support Specialist
Graphic Arts Publishing Coordinator

This Memorandum of Agreement is subject to ratification by the membership of the Brookline Educators Union- Paraprofessional Unit and approval by the Brookline School Committee.

Agreed to by the negotiating teams for the Parties on this 20th day of June 2023.

Negotiating Team for
Brookline School Committee

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Negotiating Team for
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