

MEMORANDUM OF AGREEMENT BY AND BETWEEN
THE PUBLIC SCHOOLS OF BROOKLINE
AND
THE BROOKLINE EDUCATORS UNION - UNIT A, B, C
Collectively referred to as (“the Parties”)

July 2024

WHEREAS, the Public Schools of Brookline (“District” or “PSB”) has decided that beginning with the 2024-2025 school year, the BEEP program shall convert to a solely full-day program.

WHEREAS, on or about September 6, 2023, the District and the Brookline Educators Union – Unit A (“Union”) executed an Agreement in which the District agreed that it will provide notice and opportunity to bargain the impacts of any changes in working conditions that result from a conversion of the BEEP program to a solely full-time program.

WHEREAS, on or about October 27, 2023, the District noticed the Union of its plans to implement a full-day program for BEEP starting with the 2024-2025 school year and provided the Union with an opportunity to bargain the impacts of this change.

WHEREAS, the Parties met this purpose on multiple occasions including January 31, 2024, March 26, 2024, May 13, 2024, June 12, 2024, June 20, 2024 and June 25, 2024.

NOW THEREFORE, the District and the Union agree as follows:

1. **Introductory “Whereas” Clauses:** The introductory “Whereas” clauses above are incorporated into the Parties’ Agreement.
2. **Retaining 0.66 FTE Status Paraprofessionals:** The Parties agree that beginning with the 2024-2025 school year, Union educators and paraprofessionals shall be required to work a 1.0 FTE status with the following exceptions and conditions:

For at least the 2024-2025 school year, the BEEP program schedule shall accommodate the current 0.66 FTE status of a limited number of current BEEP Paraprofessionals as follows:

- a. Up to eleven (11) Paraprofessionals may retain their current 0.66 FTE status provided at least one classroom in each BEEP program building has a class that has two 1.0 FTE status Paraprofessionals.
- b. The expected hours of work for these 0.66 FTE status Paraprofessionals shall be 8:30am-1:30pm, each weekday provided that: a.) two 0.66 FTE status Paraprofessionals assigned to the Putterham building location and shall be assigned to work 7:30am-12:30pm, and b.) two 0.66 FTE status Paraprofessionals assigned to the Lynch building location and shall be assigned to work 7:30am-12:30pm.

- c. Only current existing BEEP Paraprofessionals with a 0.66 FTE status may retain a 0.66 FTE status as part of this accommodation. Any employees hired or transferred to a BEEP program shall be expected to work as a 1.0 FTE status Paraprofessional.
 - d. The parties shall agree that seniority (Paraprofessional length of service) will be the determining factor by which those 11 Paraprofessionals are selected that to retain a 0.66 FTE status in the event that there are more than 11 BEEP Paraprofessionals interested in those positions.
 - e. This accommodation may be extended by the District following the 2024-2025 school year, based upon the needs of the District.
3. **Extended Day Program:** For the 2024-2025 school, the District intends to hire two 1.0 FTE status Paraprofessionals to be assigned to the Putterham building location extended day program (assigned to work 10:30am-6:00pm); and two 1.0 FTE status Paraprofessionals to be assigned to the Lynch building location extended day program (assigned to work 10:30am-6:00pm). Notwithstanding the above, the District reserves all of its inherent rights with respect to this decision based upon the existing needs of the District, including the right to prospectively alter its staffing decisions and/or any assigned hours of work for such Paraprofessionals.
4. **Daily preparation time and lunch periods:** Any employee periods of duty-free lunch time and/or daily preparation time will be provided in accordance with the employee's appropriate collective bargaining agreement. Preparation time will occur daily during specials or other unstructured time, such as recess, snack time, rest time, etc. and District will endeavor to facilitate that preparation time be held in the classroom without students present, whenever possible.
5. **Soft Drop-Off:** For the BEEP program, there will be offered a soft drop off where students may be dropped off between 8:00 am and 8:20 am; and a soft pick up at the end of the school day between 2:20 pm and 2:45 pm. The BEEP Principal will notify parents and guardians that pick up is expected by 2:30pm unless there is a documented and planned special arrangement with the parent/guardian. Such arrangements will be communicated to the appropriate educator.

Educators will not be expected to stay after their contractual day has ended. Pick up time from 2:30 pm to 2:45 pm will be assigned as a duty to otherwise be covered by administrators or Paraprofessionals.

6. **IEP Writing:** The District will provide training to appropriate BEEP staff specific to writing IEPs. The District shall provide clarity to staff regarding any specific obligations as part of their required participation in the IEP process.

The District will comply with Article 4.3 (O) of the Unit A CBA with respect to those educators that are responsible for writing progress reports based upon a student's specific IEP.

7. **BEEP Program Social Worker Visits:** The District will ensure that the BEEP social worker shall communicate a plan to regularly visit each BEEP program location at least one time per month for purposes of relationship building with staff and students, absent extenuating circumstances.
8. **Designated space for inclement weather days:** The District, through its BEEP Principal or their designee, shall endeavor to regularly coordinate with building principals/administrators to identify building space that may be available for BEEP Program classes during inclement weather.
9. **BEEP Committee Meetings:** The Parties agree there shall be a BEEP committee comprised of BEEP administrators, BEEP employees and a Union representative, that shall meet up to one time each fiscal quarter of the 2024-2025 school year in order to discuss any issues or concerns associated with the BEEP program conversion to a solely full-day program.
10. **Waiver of Rights:** The Parties agree not to grieve, appeal, or otherwise challenge the provisions of this Agreement via the Parties' collective bargaining agreement through the contractual grievance procedures, or through the Department of Labor Relations. The Parties agrees that the District has satisfied all of its bargaining obligations under M.G.L. c. 150E associated with District's implementation of a solely full-day program for BEEP provided that the Union reserves its rights to demand to bargain the impacts of any future changes to the BEEP program following the end of the 2024-2025 school year.
11. **Precedent:** The Parties agree that this Agreement shall not be used to demonstrate a practice or precedent in any other matter. The Parties agree that nothing in this Agreement shall be construed to add, remove or alter the express language of any of the BEU CBAs.
12. **Governing Law:** This Agreement shall be interpreted, enforced, governed, and construed by, under, and in accordance with the laws of the Commonwealth of Massachusetts.
13. **Severability:** If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity or enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.

This Agreement is subject to approval by the Brookline School Committee. Agreed to on this ____th day of July 2024.

Brookline Educators Union:

Date:_____

Public Schools of Brookline:

Date:_____