

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS
BEFORE THE COMMONWEALTH EMPLOYMENT RELATIONS BOARD

In the Matter of

HINGHAM SCHOOL COMMITTEE

and

HINGHAM EDUCATION ASSOCIATION

Case No.: CAS-24-10676

Date Issued: September 23, 2025

CERB Members Participating:

Lan T. Kantany, Chair
Kelly B. Strong, CERB Member
Victoria B. Caldwell, CERB Member

Appearances:

Sarah Spatafore, Esq. - Representing the Hingham School Committee
Jonathan M. Conti, Esq. - Representing the Hingham Education
 Association

CERB DECISION

Summary and Statement of the Case

1 On June 13, 2024, the Hingham Education Association (Union or HEA), which is
2 affiliated with the Massachusetts Teachers Association (MTA), filed a unit clarification
3 petition with the Department of Labor Relations (DLR) seeking to accrete the position of
4 interventionist into HEA's Unit B. The Hingham School Committee (Employer or School
5 Committee) opposed the petition, claiming that the interventionists do not share a
6 community of interest with the employees in HEA's Unit B, and that the Union did not
7 timely file the petition.

1 On December 12, 2024, the Union and the School Committee participated in an
2 informal conference regarding the petition. Before, during, and after the conference, the
3 parties provided position statements, documents and affidavits to support their respective
4 positions. On March 17, 2025, the parties were directed to show cause why the
5 Commonwealth Employment Relations Board (CERB) should not resolve the unit
6 placement issue based on the summary of facts contained within the show cause letter.
7 On April 3, 2025, the Union provided a response to the show cause letter and additional
8 evidence. On April 4 and 16, 2025, the Employer responded to the show cause letter and
9 provided additional evidence. After considering the information summarized below, we
10 find that there are no material facts in dispute. Based on that information, we grant the
11 petition to accrete the interventionists to HEA's Unit B.

12 Background

13 HEA represents a bargaining unit of all full-time and regular part-time
14 paraeducators, including teaching assistants and clerical assistants, in Unit B who are
15 employed by the School Committee. Unit B's collective bargaining agreement (CBA) that
16 was in effect from September 1, 2020 to August 31, 2023, states that effective September
17 1, 2021, special education paraeducator secretaries were removed from the bargaining
18 unit, and effective September 1, 2022, office paraeducator secretaries were removed
19 from the bargaining unit.

20 The School Committee oversees the Hingham Public Schools and employs a
21 Superintendent of Schools to run the school district. The Hingham Public Schools serve
22 students pre-K through grade 12 in six schools located in the town of Hingham. The
23 district currently has seven bargaining units. Unit A is also represented by HEA and is

1 comprised of professional instructional personnel (hereinafter referred to as “educators”),
2 including classroom teachers, specialized teaching personnel, guidance counselors,
3 resource teachers/coordinators, and other employees.

4 Paraeducators

5 Paraeducators are employed in every school in the district and serve a range of
6 functions. These employees provide direct services to students and assist classroom
7 teachers and special educators, under the direction of school administrators. Hingham
8 Public Schools currently employs approximately 125 paraeducators.

9 Paraeducators work at the discretion of educators to assist in the classroom, and
10 occasionally, paraeducators will adapt the assigned curriculum to meet a student’s needs
11 or temporarily lead their assigned classroom in the absence of the educator.
12 Paraeducators work the same hours and 10-month school year as students, and
13 paraeducators are assigned to assist a specific classroom, specific student, or specific
14 group of students. Paraeducators are not required to have any degrees besides a high
15 school diploma and are not required to have any experience. Paraeducators are primarily
16 evaluated by assistant principals, but they may also be evaluated by building principals.
17 Paraeducators are compensated on a six-step salary scale which ranges from \$25.00 per
18 hour to \$28.50 per hour for the 2024-2025 school year, and their benefits are defined by
19 Unit B’s CBA.

20 On or about July 1, 2024, the Employer posted a job description seeking
21 paraeducators, and that posting contained the following duties:

- 22 • Provide students with behavioral, academic, and/or instructional support in the
23 general education, classroom, small group settings, and non-academic areas
24 (electives).
- 25 • Minimum of high school diploma.

- Experience working with children in an educational setting preferred.
- Ideal candidates are team oriented, flexible, reliable, compassionate, energetic, patient and willing to learn.
- Ability to communicate effectively verbally, and in written form.
- Maintain personal and professional boundaries.
- Maintain confidentiality at all times.
- Ability to develop effective working relationships with other staff, students, and families.
- Successful completion of a background check and CORI required.
- Implement individualized or small group lessons for students as directed by other school staff.
- Support students who are integrated into the general education classroom, and who attend special education classes to meet their academic and social emotional goals as outlined in individualized education plans, and as directed by other staff.
- Implement accommodations as outlined in students' individualized education plans.
- Collect student data as directed by other staff.
- Implement students' behavioral support plans as needed as directed by other staff, including providing for executive functioning coaching.
- Support the supervision of students in and out of the classroom throughout the school day as assigned.
- Establish and maintain collaborative working relationships with students and staff.
- Perform other duties as assigned by school principal or designee.

Unit B's 2020-2023 CBA for the 2022-2023 year also includes the following provisions and benefits for unit members:

- 90-day probationary period.
- Access to the Town Group Insurance Program with the same benefit and employer contribution rates as other employees.
- Accrue 7, 12, or 15 sick days which can accumulate up to 120 days which are then eligible for a prorated portion of buyout.
- Access to a sick leave bank.
- Holiday pay for Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas, New Years Day, Martin Luther King Jr. Day, Presidents' Day, Patriots' Day, and Memorial Day.
- Two personal days per year.
- Bereavement leave of not more than three paid days depending on the relationship to the deceased.
- Longevity pay at 5 year increments of \$400.00 at 10 years, \$500.00 at 15 years, and \$600.00 at 20 years or more, but if the unit member has a bachelor's

- 1 degree or higher, then \$400.00 at 5 years, \$800.00 at 10 years, \$1,000.00 at
2 15 years, and \$1,200.00 at 20 years.
3 • Professional development cost reimbursements.

4 Unit B's 2024-2027 CBA made the following adjustments to benefits:

- 5 • Accrue up to 15 sick days.
6 • Add Juneteenth as a holiday.
7 • Three personal days per year.
8 • Longevity increases in five year increments of \$200 at 5 years, \$600 at 10
9 years, \$700 at 15 years, and \$800 at 20 years, although unit members with a
10 bachelor's degree or higher will receive higher longevity rates at the same year
11 increments.
12

13 Interventionist

14 Creation of the Position

15 Prior to 2021, the Employer utilized tutors, who were not unionized, to work directly
16 with students during the school day to provide them with educational support to ensure
17 they do not fall below grade level. Each of the Employer's four elementary schools had
18 one math tutor and two reading tutors.

19 Sometime in late 2020, the Hingham Public School administration decided to
20 change its Multi-Tiered Support Structure (MTSS) for student intervention by requiring
21 paraeducators to become content specific and to replace tutors with interventionists.
22 According to a publication from the Massachusetts Department of Elementary and
23 Secondary Education, MTSS is "a framework designed to meet the needs of all students
24 by ensuring that schools optimize data-driven decision making, progress monitoring, and
25 evidence-based supports and strategies with increasing intensity to sustain student
26 growth." The publication lists three tiers of support: Tier 1 "Universal Support" which is
27 described as supports available to all students; Tier 2 "Targeted Support" which is
28 described as additional small group support; and Tier 3 "Intensive Support" which is

described as individual or very small group support. On or about January 28, 2021, the School Committee approved the MTSS plan change.¹ The Employer hired at least one interventionist during the 2020-2021 school year. However, the district-wide programmatic change, replacing tutors with interventionists, did not occur until the beginning of the 2021-2022 school year.

Job Description

On August 8, 2022, the Employer posted an internal job posting for the 2022-2023 school year for an interventionist with an anticipated start date of August 31, 2022. The posting stated that the position is a permanent, full time, school year position, reports to the building principal, that compensation and benefits are determined by the guidelines established by the Hingham School Committee, and that the rate of pay was \$36.13 per hour. The posting set forth the following qualifications:

- A bachelor's degree, or higher, in Education, Reading, Literacy or related field.
- Successful classroom, or small group, teaching/intervention experience.
- Ability to work collaboratively with peers and administrators and evidence of strong written, oral, and interpersonal skills.
- Demonstrated ability to perform the responsibilities below, as evidenced by coursework, educational experience, school-level involvement, and/or system wide professional activities, and the interview process.

The responsibilities listed in the posting include:

- Maintains currency with the latest developments and research in the field through various means.
- Works collaboratively with building-based support services to implement a responsive Tiered Systems of Support program at the assigned school.

¹ The Union alleges that the interventionist position was not created until this approval on January 28, 2021. The School Committee asserts that the interventionist position was created in September 2020. We do not need to resolve of the exact date the position was created. There is no dispute that the position was created after the bargaining unit was first recognized or certified. The DLR's records reflect that there was a CBA between the Employer and the Union for Unit B employees in effect from September 1, 2014 to August 21, 2017.

- Deliver services to students requiring support, and or remediation and reading, writing, literacy, or other areas, as directed by the Specialist, Instructional Support Team, and or principal.
- Support grade level teams in the gathering, analyzing, and interpreting of assessment data; administer screening tools as directed.
- Support the maintenance and analysis of data relative to individual students' responses to various interventions.
- Maintain productive and consistent communication with Building Principal, Assistant Principals, and the Specialists.
- Support the classroom teacher in planning for differentiated instruction to respond to students' instructional needs (strengths and limitations), interests, and learning preferences.
- Attend ongoing HTSS interventionist meetings.
- Manage student academic performance, (i.e. collection, review, analysis).
- Perform all other duties assigned by the Superintendent of Schools or designee.

Job Requirements and Benefits

Interventionists must possess a bachelor's degree or higher in education, reading, literacy, or a related field, as well as experience in teaching or interventions. Interventionists are evaluated by building principals or assistant principals. At the time of the investigation, the Employer had adopted a salary and fringe benefit guideline for interventionists which includes a 90-day probationary period, access to the Town Group Insurance Program with the same benefit and employer contribution rates as other employees, five sick days which accumulate year to year if unused, holiday pay for Thanksgiving, Christmas and New Year's Day, two personal days per year, bereavement leave which mirrors the Unit B language, longevity pay at five year increments of \$400.00, \$600.00, \$750.00, and \$900.00, professional development cost reimbursements, and access to the Employer's Equal Employment policy. The parties' supplemental filings state that the interventionists' benefits have changed. From September 1, 2024 to August 31, 2025, the interventionists receive 15 sick days and three personal days per year.

1 Interventionists are paid one hourly rate which, for the 2024-2025 school year, was
2 \$37.21 per hour.

3 Job Duties

4 The interventionists are tasked with working with individuals and small groups of
5 students who do not need legally required support in the form of an Individualized
6 Education Plan or Section 504 Plan, but who are at risk of failing one or more classes.
7 Interventionists work the same hours and have the same 10-month school year as
8 students and paraeducators. Interventionists are assigned to a school and a grade level.
9 Interventionists have less discretion than educators, but more discretion than
10 paraeducators to create their own lessons for students. The lessons are focused typically
11 in the areas of math and English language arts. Interventionists do not oversee
12 paraeducators or have any supervisory role over paraeducators. Interventionists not only
13 create and deliver instructional support to students, but they also support grade level
14 teams in gathering, analyzing, and interpreting assessment, data, and administering
15 screening tools.

16 Pursuant to the changes in January 2021, interventionists are a part of the District's
17 MTSS teams with other educators and specialists and must attend district and school-
18 based meetings on these MTSS teams. Paraeducators are not on these MTSS teams.
19 However, the Union's supplemental filings state that anyone who provides support for
20 diverse learners is part of the MTSS, which the Union described as more of a framework
21 than a "team". This framework includes both interventionists and paraeducators,
22 depending on which Tier 2 and Tier 3 supports are being provided to students. These
23 supports can vary, depending on the size of the student group they are working with and

1 the intensity of the supports needed. Interventionists and grade level paraeducators tend
2 to support students requiring Tier 2 services (those at risk of falling below grade level),
3 while paraeducators who provide 1:1 services typically work with students who require
4 Tier 3 support. However, interventionists may also provide Tier 3 support for those
5 students who require additional instruction.

6 Bargaining History

7 The Employer and Union are parties to a Unit B CBA that was in effect from
8 September 1, 2020 through August 31, 2023. On or about December 1, 2022, the parties
9 began to bargain over a successor contract. On June 28, 2024, the parties reached an
10 agreement for a one-year CBA that was retroactive for the period of September 1, 2023
11 through August 31, 2024, and another CBA that is effective September 1, 2024 through
12 August 31, 2027.

13 There are approximately 20 interventionists currently employed by the School
14 Committee. On August 31, 2023, the interventionists sent a letter to Dr. Margaret Adams,
15 the former Superintendent of the Hingham Public Schools, requesting that the Employer
16 voluntarily recognize the interventionist position as part of Unit A. The letter states:

17 Dear Dr. Adams,
18

19 We, the interventionists of Hingham Public Schools, are looking for
20 voluntary recognition to join the Hingham Education Association as part of
21 Unit A. A super majority of the interventionists in the school system have
22 signed Union Authorization and Designation Cards, but out of respect, we
23 want to bring this matter to your attention for a more speedy and positive
24 resolution.
25

26 This interventionist position started small and has evolved significantly. Our
27 roles and responsibilities have increased while our working conditions,
28 benefits, and pay have not. Our duties are now comparable to those of Unit
29 A and we deserve the respect and professional courtesy that is afforded to
30 them. Our experience is comparable to the educators and Unit A. We have

1 at least Bachelor's degrees as well as years of experience, additional
2 licenses, and certifications in our respective fields.

3
4 The district's plan for Multi Tiered Systems of Supports relies heavily on our
5 work to increase achievements for all students, a clearly defined goal in the
6 district's strategic plan. Through our working assessment and planning
7 targeted lessons, we help the most vulnerable students access the general
8 curriculum. By participating alongside educators in data and IST meetings,
9 we also help identify students most in need of intervention and make data
10 informed decisions that enhance the teaching and learning. This support is
11 critical to recover from learning loss following COVID. Every day we help
12 students achieve their highest potential and provide equitable learning for
13 all.

14
15 We hope to smoothly, quickly, and collaboratively begin bargaining over our
16 terms and conditions of employment as members of the HEA and hope you
17 and your administrative team will respect our wishes to do so.

18
19 Please provide your response in writing to HEA leadership and Mary Beth,
20 White by September 11, 2023.

21
22 Sincerely,

23
24 The Interventionists of Hingham Public Schools

25
26 Attached to the letter were 16 executed written majority authorization and designation
27 cards. On September 11, 2023, the School Committee declined to voluntarily recognize
28 the interventionists as part of Unit A.

29 In early November 2023, several interventionists met with the School Committee
30 to request again that they be voluntarily recognized as part of Unit A. On November 14,
31 2023, Attorney Sarah Spatafore (Spatafore), counsel for the School Committee, told
32 MTA's bargaining representative, Aaron Dockser (Dockser), that the School Committee
33 declined to voluntarily recognize the interventionists as part of Unit A. On January 9, 2024,
34 the interventionists, through Dockser, made another proposal to be voluntarily recognized
35 as part of Unit A. On behalf of the School Committee, Spatafore rejected the proposal.
36 The HEA did not make any bargaining proposals to add the interventionists to Unit B

1 during the successor contract negotiations that resulted in the June 28, 2024 agreement.
2 Instead, on June 13, 2024, HEA filed the current unit clarification petition seeking to
3 accrete the interventionists into Unit B. On August 30, 2024, the School Committee
4 offered to voluntarily recognize the interventionists in their own separate bargaining unit
5 represented by HEA. The HEA declined the offer.

6 Opinion

7 Timeliness

8 The Employer argues that the petition is untimely, because the parties signed a
9 CBA on June 28, 2024, which was retroactive for a one-year time period of September 1,
10 2023 through August 31, 2024. The prior CBA was in effect from September 1, 2020
11 through August 31, 2023. The Employer asserts that because HEA filed its petition on
12 June 13, 2024, within 150 days of the expiration of the collective bargaining agreement,
13 and during the time a CBA was retroactively in effect, the petition should be barred.

14 DLR Regulation 456 CMR 14.06(1)(b) states that:

15 Except for good cause shown, no petition seeking clarification or
16 amendment of an existing bargaining unit shall be entertained during the
17 term of an existing valid collective bargaining agreement, unless such
18 petition is filed no more than 180 days and no fewer than 150 days prior to
19 the termination date of said agreement, except that a petition to alter the
20 composition or scope of an existing unit by adding or deleting job
21 classifications created or whose duties have been substantially changed
22 since the effective date of the collective bargaining agreement may be
23 entertained at other times.

24 Here, the Union filed its petition on June 13, 2024. The Unit B contract expired
25 on August 31, 2023, and the successor Unit B contract was not executed until June 28,
26 2024. Because the contract had expired and there was no “existing valid collective
27 bargaining agreement” when the Union filed on June 13, 2024, the contract bar is
28

1 inapplicable, and the petition is timely. Although the parties reached a retroactive
2 successor agreement covering the time the Union filed its petition, that contract does not
3 bar the petition. Town of Pepperell, 33 MLC 72, 74, n. 10, CAS-05-3616 (October 18,
4 2006) (citing Massachusetts Water Resources Authority, 19 MLC 1778, CAS-1975 (April
5 20, 1993)). Thus, we find the Union timely filed the petition.

6 Analysis for Accretion

7 A unit clarification petition is the appropriate procedural vehicle to determine
8 whether newly created positions should be included in a particular bargaining unit. Town
9 of Athol, 32 MLC 50, 52, CAS-04-3567 (June 29, 2005). In deciding whether an employee
10 should be accreted into an existing bargaining unit, the CERB applies a three-step
11 analysis. It first determines whether the position at issue was covered by the original
12 certification or recognition clause. City of Boston, 35 MLC 137, 140, CAS-07-3669
13 (December 31, 2008). If the position is newly created, and therefore not covered by the
14 original certification or recognition, the second step examines the parties' subsequent
15 bargaining history to determine whether the parties considered the disputed position to
16 be in the unit. Id. If there is no relevant bargaining history, or if negotiations did not result
17 in an agreement as to unit placement, the CERB examines whether the position shares
18 a community of interest with the existing unit. Town of Somerset, 25 MLC 98, 100, CAS-
19 3145 (January 6, 1999). The CERB will not accrete positions into an existing bargaining
20 unit if the parties have executed a collective bargaining agreement demonstrating an
21 intent to exclude the petitioned-for positions, unless the job duties of the positions have
22 changed materially. Commonwealth of Massachusetts, 30 MLC 156, 157, CAS-03-3539,
23 3550 (May 27, 2004).

1 Newly Created Positions

2 In analyzing the first prong of the accretion analysis, there is no dispute that the
3 interventionists did not exist until September 2020, at the earliest, and that Unit B had
4 been recognized or certified prior to that time. Therefore, the first prong of the test is not
5 dispositive, and we move to the second prong of the accretion analysis.

6 Bargaining History

7 At the next step of the accretion analysis, we examine the parties' subsequent
8 bargaining history to determine whether the parties considered the position to be in the
9 unit. Town of Somerset, 25 MLC at 100.

10 Here, although the Union requested several times that the Employer voluntarily
11 recognize the interventionists into the Unit A bargaining unit, an indication that the Union
12 believed the interventionists could properly be placed in Unit A, the Employer rejected
13 such placement. Instead, the Employer offered to recognize the interventionists as a
14 separate bargaining unit. Ultimately, the parties did not reach an agreement as to the
15 interventionists' unit placement. Where no agreement was ever reached on the issue,
16 the unit placement for the interventionists cannot be resolved at the second prong of the
17 accretion analysis. Id. ("[a]bsent bargaining history to support a finding that the parties
18 addressed and resolved the unit placement of the contested position, the [CERB] will find
19 that it is unable to determine whether the parties explicitly agreed to exclude the contested
20 positions from the bargaining unit.")

21 Community of Interest

22 Turning to the third prong of the accretion analysis, which requires us to determine
23 whether the petitioned-for interventionists have a community of interest with the positions

1 in Unit B, the CERB has found a community of interest exists where employees share
2 common working conditions and interests that would be involved in collective bargaining.
3 Board of Trustees, University of Massachusetts, 23 MLC 273, SCR-2226 (June 16, 1997).
4 The CERB will consider several factors when considering whether a community of interest
5 exists between employees for collective bargaining purposes: common supervision,
6 similar pay and working conditions, job requirements, similar skills and functions,
7 education, training and experience, job interchange and work contact. University of
8 Massachusetts (Boston), 40 MLC 315, CAS-12-2194 and CAS-13-2523 (May 1, 2014).
9 No single factor is outcome determinative. City of Springfield, 24 MLC 50, 54, MCR-4602
10 (January 15, 1998) (citing City of Worcester, 5 MLC 1108, 1111, MCR-2632, 2633, 2685-
11 2688 (June 30, 1978)). Employees need only share a community of interest, rather than
12 an identity of interest. County of Dukes County/Martha's Vineyard Airport Commission,
13 25 MLC 153, 155, MCR-4700 (April 16, 1999); Springfield Water and Sewer Commission,
14 24 MLC 55, 59, MCR-4603 (January 15, 1998). The CERB favors broad, comprehensive
15 units and has found that represented employees need only to be similarly situated with
16 no inherent conflicts among consolidated employees. Cambridge Health Alliance, 38 MLC
17 234, CAS-10-3758 (March 30, 2012).

18 Here, where the duties and functions of the positions are similar, we find the
19 interventionists share a community of interest with HEA's Unit B paraeducators. Both
20 interventionists and paraeducators assist the educational mission of the School
21 Committee by ensuring that students receive educational supports in addition to
22 instruction from their classroom teachers. Both positions work directly with educators and
23 students to support students who are at risk of falling below grade expectations. They

1 both provide support to students in an individualized and small group setting. Although
2 interventionists have more discretion in their function, and create their own plans, they
3 both execute plans specific to a student's needs, whether the plans are individualized
4 education plans or MTSS intervention plans, and collect student data to assist in planning.
5 Further, while the Employer and the Union characterize the role of interventionists and
6 paraeducators differently within the MTSS, we do not find the distinction dispositive
7 considering that they perform similar functions otherwise.

8 Interventionists and paraeducators also have common supervision and similar
9 working conditions. Interventionists and paraeducators work similar hours during the
10 school day and similar workdays during the school year. They both report to and are
11 evaluated by the building principal or assistant principal. In addition, even though the
12 paraeducators have a multi-step wage chart and the interventionists have only one rate
13 of pay, their hourly rates are in a similar range, and their benefits are similar.

14 Although interventionists are required to have a bachelor's degree with experience
15 but paraeducators must only have only a high school diploma and no experience, the
16 distinction in the educational degrees required for each position is not dispositive of the
17 unit placement issue. Board of Higher Education, 44 MLC 209, 214, CAS-16-5027, CAS-
18 16-5211 (March 29, 2018) (declining to find that differences in educational degrees
19 constitute a lack of community of interest). We also note that the Unit B contract includes
20 school clerical employees, and that interventionists and paraeducators perform tasks
21 which are much more closely aligned than a traditional school clerical employee would
22 perform with either position.

Conclusion

SO ORDERED.

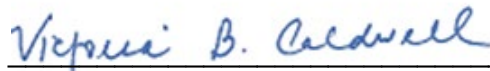
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LAN T. KANTANY, CHAIR



KELLY B. STRONG, MEMBER



VICTORIA B. CALDWELL, MEMBER