# MEMORANDUM OF AGREEMENT BETWEEN THE MANCHESTER-ESSEX TEACHERS' ASSOCIATION AND THE MANCHESTER-ESSEX SCHOOL COMMITTEE

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Manchester-Essex Teachers Association (hereinafter the "Association") and the Manchester-Essex School Committee (hereinafter the "Committee").

WHEREAS, the Association and the Committee entered into a collective bargaining agreement for the period September 1, 2021, through and including August 31, 2023; and

WHEREAS, the Association and the Committee have bargained collectively pursuant to Massachusetts General Law, Chapter 150E, for a successor collective bargaining agreement covering the period of September 1, 2023 through August 31, 2024.

**NOW, THEREFORE**, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

The terms and conditions set forth in the Collective Bargaining Agreement for the period September 1, 2021, through and including August 31, 2023, shall remain in full force and effect for the period September 1, 2023 through August 31,2024 except as amended herein. [In modified text, deletions are denoted by strikethrough and additions are denoted by bold and underline.]

# **Article III – Negotiation Procedure (p. 6)**

Amend paragraph 1 as follows:

The Committee agrees to enter into negotiations with the Association for a successor agreement. Should the parties agree to Interest-Based Bargaining (IBB), training will begin no later than October 15 preceding the expiration date. If the parties choose not to utilize IBB, Nnegotiations for a successor agreement should will commence not later than November December 1 preceding the expiration date. In either case, the parties agree to negotiate with a goal of concluding negotiations in advance of the annual town meetings in Manchester and Essex.

# Article VI – Conditions of Employment (p.10)

Amend paragraph 2 as follows:

The day before Thanksgiving shall be a half-day for students and unit members.

On all early release days, the elementary school students and staff shall be released forty (40) minutes after the high school and/or middle school students are released.

# Article VI – Conditions of Employment: Work Year (pg. 10)

Amend paragraph 4 as follows:

Professional Development: A minimum of <u>eight</u> five early release days will be scheduled for the purpose of professional development and collaboration. A minimum of three (3) of these early release days shall be exclusively for teacher collaboration.

# Article VI – Conditions of Employment: Work Year (pg. 10)

Amend paragraph 5 as follows:

At the elementary level <u>and middle school level</u> there shall be <u>four (4) one (1)</u> additional early-release days for parent conferences <u>and one (1) full-day release day to occur on a district-wide professional development day</u>. In order to provide parents with an opportunity to schedule a spring conference, the elementary <u>and middle school</u> classroom teachers shall send a notice to parents announcing the date of the spring parent conference early-release day<del>(s)</del>.

# Article VI – Conditions of Employment: Work Year (pg. 10)

Amend paragraph 6 as follows:

Members in The Guidance Department of School Counseling may be scheduled allocated up to thirty-five (35) four (4) additional workdays, not to exceed 35 hours total, per year for each high school counselor. The Director of Guidance and the building Principal shall determine the number and distribution of these days among the counselors. Unless otherwise agreed upon by the Director of Guidance and the building Principal, the days shall be contiguous to the beginning and end of the work year. The Director of Guidance shall consult with the unit member regarding the scheduling of these days. All counselors shall be compensated for such work at his/her per diem rate of pay.

# **Article VI – Conditions of Employment (p. 14)**

Add new paragraph under "Elementary Schools Schedule and Preparation Time":

In the event of structural changes to the master elementary schedule, Principals shall form a scheduling committee, including no fewer than three representatives appointed by the Association, to review the elementary school schedule to provide feedback and recommendations. Thereafter, the Parties agree to negotiate any impact that the proposed

changes may have on members.

Article VI – Conditions of Employment: High School Schedule and Preparation Time (pg.11)
Article VI – Conditions of Employment Middle School Schedule and Preparation Time (pg. 13)
The Parties agree to review the following language at a JLMC: "Department Chairs will not be used to provide such coverage."

# Article VI – Conditions of Employment (p. 14)

Amend "Elementary Schools Schedule and Preparation Time" as follows:

At the elementary schools each full-time unit member shall receive two hundred twenty-five (225) two hundred seventy (270) minutes of duty-free time per week to devote to lesson planning, grading, or the like. Every effort shall be made to ensure that each full-time unit member receives one (1) six (6) periods of forty-five (45) minutes per full school day 5 day cycle

as a planning period. Unit members who function as a classroom teacher, including exploratory teachers, specialists, <u>library teachers</u> and special education teachers will have their preparation periods built into their schedule. Nurses, guidance counselors, school psychologists, <u>the English Language Learner/Coordinator/Teacher</u>, and OT/PT/Speech staff are responsible for scheduling preparation time within their workday.

# Article VI – Conditions of Employment (p. 14)

Amend "Loss of a Scheduled Preparation Period" as follows:

A unit member who loses a scheduled preparation period shall be compensated at the rate of forty dollars (\$40) per hour or portion thereof. If the loss of the preparation period is at the direction of administration, then administration will document the hours and submit the paperwork to the district office for payment within the pay cycle that the compensation was earned.

# Article VI – Conditions of Employment (p. 15)

Amend paragraph 2 of "Assignments" as follows:

A unit member shall not be assigned to more than two (2) buildings per day and shall be provided with travel time of <del>up to</del> thirty (30) minutes between buildings when the buildings are located in two (2) different towns. The District will make best efforts to provide priority parking will be provided near the entrance to the building. When a unit member travels between buildings within the same town, the unit member shall work out a mutually agreeable schedule with the Principal that permits reasonable travel time.

# Article VI – Conditions of Employment (p. 17)

Amend paragraph 8 of "Meetings" as follows:

A unit member who is assigned to more than one (1) building will attend meetings in the primary building to which s/he is assigned. Unit members ending a school day outside of their primary building will be afforded travel time to attend primary building meetings without penalty. The primary building shall be the building in which the member spends the greater amount of time. An exception to this clause will apply if there is an agreement between the principals involved. The principal of the primary building will be responsible for notifying the META President and the Superintendent of any exception to this clause. In any event the unit member's meeting schedule will not exceed the total amount of meeting time required of other unit members. Principals shall try to schedule building-wide meetings on days that specialists are in the building.

# Article VII – Professional Development Induction and Mentoring (pg. 18)

Strike all five paragraphs of "Professional Development" and add the following:

There shall be a Professional Development Council (PDC) composed of the Director of

Curriculum and Instructional Technology or his/her designee, the principals, and two (2) unit members from each school, at least one of whom will be a classroom teacher, selected by the Association. The Committee shall be co-chaired by a unit member selected by the unit

members on the PDC and a member of the administration. The selection process will be completed no later than June 10.

The Professional Development Council shall have the following duties:

- The PDC will participate in development of the District Professional Development Plan.
- The PDC will participate in the planning, organization, and assessment of the Professional Development activities of the school system.
- The PDC will recommend to the Director of Curriculum and Instructional Technology an annual budget for professional development based on the District Professional Development Plan.
- The PDC shall act as a clearinghouse to ensure that teacher directed in-district professional development opportunities. (i.e., study groups, workshops, virtual learning etc.) align with the District's Professional Development Plan.
- It shall be the responsibility of PDC members to communicate the training needs of the teachers within their buildings, especially the training needs related to new or existing curricula.

<u>Teachers who are members of the Professional Development Council shall receive an annual stipend based upon the Matrix for Options Beyond the Salary Schedule.</u>

# Article VII – Professional Development Induction and Mentoring (p. 18)

Add new section "Graduate Teacher Follows and Student Teachers":

In partnership with local colleges and universities, MERSD teaching staff may agree to supervise Graduate Teaching Fellows or Student Teachers. Supervision may consist of modeling and observing lessons, providing feedback, and reviewing lesson plans. Unit A members supervising Graduate Teaching Fellows shall be compensated at the rate of \$1,000 for the 2023-2024 school year (to be added to Article XXI "Professional Stipends").

# Article IX – Vacancies and Transfers: Vacancies (pg. 20)

Amend paragraph 1 of Article IX as follows:

In any posting of a vacancy, anticipated vacancy, or promotional position or stipendiary position under this Agreement, the following information shall be provided: specifications, qualifications, compensation, and application deadline. At least fourteen (14) calendar days excluding school vacations and holidays during the school year, prior to an application deadline, the Superintendent shall notify the META President of the posting for each position and shall post an electronic notice to staff via MERSD on the website e-mail. Postings during the summer shall be sent to the President and to unit members via MERSD e-mail.

# **Article X – Reduction in Force (pg. 21)**

Strike the following paragraphs:

If it is still necessary to reduce the number of unit members with professional status within a classification/department, the District shall lay off in order of seniority with the most junior member of the classification/department being laid off first. If two (2) or more unit members

are of equal seniority, the unit member with the most advanced degrees and additional credits earned shall be retained (e.g. a unit member with M+30 credits shall be retained over a unit member with M+15 credits; a unit member with M+36 credits shall be retained over a unit member with M+30 credits) except when a unit member of the same seniority with an evaluation rating of "Unsatisfactory" shall be reduced, even if s/he has more advanced degrees and coursework.

If a professional status unit member loses his/her position within a department/ classification, that unit member may displace a nonprofessional status unit member in another department/classification, or, if there is no nonprofessional status member to displace, the least senior professional status unit member in another department/ classification shall be displaced provided the unit member designated for layoff is certified in the department/classification.

Effective September 1, 2016, the preceding two paragraphs shall be replaced after consideration of the order of reduction in Paragraph 2 of this Article by the following italicized language:

# **Article X – Reduction in Force (pg. 21)**

Amend paragraph 10 as follows:

A unit member on layoff shall be sent copies notified by email of all notifications of vacancies and new positions in his/her certification area(s). All vacancies and new positions shall be posted on the MERSD website on a regular basis. The unit member is responsible for notifying the Superintendent's office of his/her certification area(s) as well as his/her personal email address.

# Article XI: Paid Leaves of Absence (pg. 25)

Amend paragraph 2 of "Sick Leave" as follows:

If a unit member is absent for <u>five (5) or</u> more <del>than five (5)</del> consecutive days, the Superintendent has the right to ask the unit member to provide a note from a medical provider.

# Article XI – Paid Leaves of Absence (p. 27)

Amend paragraph 5 of "Personal Leave" as follows:

Personal days in excess of the two (2) days the contractual allotment may be requested and may be granted by the Superintendent in cases of emergency, with full reasons for such requests furnished by the applicant. The Superintendent, at his/her discretion, may charge the unit member for the cost of his/her substitute.

#### Article XI – Paid Leaves of Absence (pg. 28)

Amend "Religious/Holy Day Leaves" as follows:

Each unit member shall be allowed days of leave for the observance of religious/holy days.

Requests/notification of intent to take religious/holy days must be provided to the District at least 3 days prior to the holiday. Reasonable efforts will be made by unit members to provide more advance notice when possible.

# Article XI – Paid Leaves of Absence (pg. 28)

Amend "Legal Leave" as follows:

A unit member shall be entitled to time necessary for appearances in any legal proceeding required by **the Union, administration or in accordance with** any subpoena of a court <del>or</del> connected with the unit member's employment or with the school system.

# Article XIII - Sick Leave Bank (p. 31)

Strike paragraph 7:

In the event a participating member has exhausted all of his/her sick leave on the day the deposit is made, the Sick Leave Bank shall notify the Superintendent to award one (1) less day of annual sick leave to that member in the subsequent school year.

#### Article XV – Association Rights and Privileges (pg. 36)

Amend "Communication" as follows:

The META President shall be provided with a copy of the official agenda of each meeting of the MERSDSC when it is sent out to the School Committee members.

The META President shall be provided with copies of the official public minutes of each meeting as soon as possible after the approval of the minutes by the School Committee.

The META President shall be provided with all current School Committee policies and with all new policies as soon as each is adopted by the School Committee.

The Superintendent shall send the META President a copy of the appointment letter for each new unit member within ten (10) calendar days of the date of the appointment letter. as s/he is employed.

# Article XXI – Compensation and Other Economic Conditions (p. 42)

Amend "Additional Teaching Assignments" as follows:

If during the course of the school year the Superintendent determines that it is necessary to fill a partial position by asking teachers to take on additional classes, the Superintendent shall notify the META president of the internal posting for each position and shall post an electronic notice to staff via MERSD e-mail per the requirements of this article so that qualified unit members may apply to take on those additional duties. Should the Superintendent determine that it is necessary to fill a partial position as described above, said position shall be posted internally prior to posting for external candidates. A unit member who teaches five (5) classes and who agrees to teach an additional class in lieu of his/her preparation period shall be compensated at the rate of twenty percent (20%) of his/her salary for the additional class. The unit member shall not be exempt from duties. Any employees who are hired for the additional class will receive notice including a summary of any changes to their salary within fourteen (14) days.

# Article XXI – Compensation and Other Economic Conditions (p. 42)

Amend "Summer Work" as follows:

Summer curriculum development work will be compensated at the rate of forty dollars (\$40) per hour when pre-approved by the Director of Curriculum.

Special Education Extended Services provided during the summer will be compensated at the unit member's per diem hourly rate up to a limit of <a href="the-average hourly rate for teachers-fifty-five dollars">the average hourly rate for teachers-fifty-five dollars</a> (\$55) per hour, <a href="with 1 hour of planning time allotted for every 4 hours of scheduled instruction.">with 1 hour of planning time allotted for every 4 hours of scheduled instruction.</a>

# Article XXI – Compensation and Other Economic Conditions (p. 50)

Amend "Professional Stipends" as follows:

A Joint Labor-Management Working Group shall be established and shall be comprised of members designated by the Association and members designated by the Superintendent. JLMC Working Group shall review and if necessary, reorganize the Teacher Curriculum Leadership and Support in a Joint Labor Management Committee. The JLMC Working Group shall also review the Professional Stipends and make recommendations to the parties for the adjustment of such stipends, including additions or deletions to the parties for ratification.

# Appendix C – PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

A Joint Labor-Management Working Group shall be established and shall be comprised of members designated by the Association and members designated by the Superintendent. JLMC Working Group shall review the review the existing parent complaint procedure outlined in Appendix C. The Committee shall have the power to make recommendations for the improvement and/or alteration of the Appendix to the parties for ratification.

# Article XXI: Compensation For the 2023-2024 school year:

Fix all steps to have a minimum of 3.25% between all steps.

COLA: 2.5%

DocuSigned by:

Remove Step 1 and renumber remaining steps.

WHEREFORE, th	ne Committe	e and the Associa	tion have caused this <b>MEMORANDUM OF</b>
<b>AGREEMENT</b> to	be executed	ៅ by their duly-aut	horized representatives, subject to ratification by
the membership	of the Asso	ciation's bargaini	ng unit and the full School Committee, this
day of	Мау	2023.	

**Manchester-Essex School Committee** 

Manchester-Essex Teachers' Association

2E8A8AF06F3A4BD...

Chairperson

Keith Slefanek

President

# MEMORANDUM OF AGREEMENT BETWEEN THE MANCHESTER-ESSEX TEACHERS' ASSOCIATION AND THE MANCHESTER-ESSEX SCHOOL COMMITTEE

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Manchester-Essex Teachers Association (hereinafter the "Association") and the Manchester-Essex School Committee (hereinafter the "Committee").

WHEREAS, the Association and the Committee entered into a collective bargaining agreement for the period September 1, 2023, through and including August 31, 2024; and

WHEREAS, the Association and the Committee have bargained collectively pursuant to Massachusetts General Law, Chapter 150E, for a successor collective bargaining agreements covering the period of September 1, 2024 through August 31, 2027.

**NOW, THEREFORE**, in consideration of mutual covenants and promises and subject to the ratification of the respective parties, it is agreed as follows:

**Article XXI: Compensation** 

# For the 2024-2025 school year:

COLA: 2.25%

Fix lanes V and VI to have a minimum of 2% between the previous lanes.

Remove Step 1 and renumber remaining steps.

#### For the 2025-2026 school year:

COLA: 2.5%

Remove Step 1 and renumber remaining steps.

# For the 2026-2027 school year:

COLA: 2.5%Remove Step 1 and renumber remaining steps.

The Parties agree to form a JLMC/Study Group during the 2026-2027 school year to review retiree contribution for health insurance.

**Manchester-Essex School Committee** 

Manchester-Essex Teachers' Association

Stefanes

Chairperson

President

		_		
W/	minimum'	3.	.25%	sten

	w/minimum 3.23% step						
	2023-2024 Salary Schedule						
	2.50%			M+60 CAGS+30 MM+30 MMG			
				MM	MM+15	MM+30G	
	В	M B+45	M+15	M+30 CAGS	M+45 CAGS+15	PhD EdD	
Cton		B+45 II	IVI+15	IV	V V	VI	
Step	I	II .	III	IV	v	VI	
(removed)							
1	\$53,646	\$60,960	\$64,292	\$67,618	\$69,238	\$70,503	
2	\$55,570	\$63,636	\$67,095	\$70,546	\$72,165	\$73,461	
3	\$57,495	\$66,318	\$69,897	\$73,474	\$75,093	\$76,421	
4	\$59,418	\$68,996	\$72,699	\$76,401	\$78,018	\$79,383	
5	\$61,349	\$71,675	\$75,504	\$79,329	\$80,946	\$82,342	
6	\$63,343	\$74,354	\$78,306	\$82,257	\$83,876	\$85,302	
7	\$65,532	\$77,032	\$81,108	\$85,183	\$86,800	\$88,262	
8	\$68,112	\$79,710	\$83,913	\$88,110	\$89,729	\$91,223	
9	\$70,694	\$82,392	\$86,715	\$91,035	\$92,655	\$94,187	
10	\$73,271	\$85,070	\$89,533	\$93,994	\$95,666	\$97,248	
11	\$75,853	\$87,835	\$92,444	\$97,324	\$98,775	\$100,408	
12	\$78,428	\$90,689	\$95,448	\$100,487	\$101,986	\$103,672	
13	\$81,011	\$93,637	\$98,550	\$103,753	\$105,300	\$107,041	
14	\$83,644	\$96,680	\$101,753	\$107,490	\$109,112	\$110,809	

	2025-2026 Salary Schedule						
		2.50% MM MM+15					
		М		M+30	M+45	MM+30G PhD	
	В	B+45	M+15	CAGS	CAGS+15	EdD	
Step	I	II	Ш	IV	V	VI	
(removed)							
(removed)							
(removed)							
1	\$60,259	\$69,505	\$73,256	\$77,005	\$78,702	\$80,276	
2	\$62,274	\$72,312	\$76,193	\$80,073	\$81,768	\$83,403	
3	\$64,298	\$75,120	\$79,132	\$83,142	\$84,837	\$86,534	
4	\$66,388	\$77,927	\$82,069	\$86,211	\$87,935	\$89,694	
5	\$68,682	\$80,734	\$85,007	\$89,277	\$91,062	\$92,883	
6	\$71,386	\$83,541	\$87,946	\$92,345	\$94,192	\$96,076	
7	\$74,092	\$86,351	\$90,883	\$95,411	\$97,319	\$99,265	
8	\$76,793	\$89,159	\$93,836	\$98,512	\$100,482	\$102,491	
9	\$79,499	\$92,056	\$96,887	\$102,001	\$104,041	\$106,122	
10	\$82,197	\$95,048	\$100,035	\$105,317	\$107,423	\$109,571	
11	\$84,904	\$98,137	\$103,287	\$108,739	\$110,914	\$113,132	
12	\$87,664	\$101,327	\$106,643	\$112,656	\$114,909	\$117,207	

#### w/2.0% column for V and VI

	w/2.0% column jor v una vi						
	2024-2025 Salary Schedule						
	2.25%					M+60	
						CAGS+30	
						MM+30	
						MMG	
				мм	MM+15	MM+30G	
		М		M+30	M+45	PhD	
	В	B+45	M+15	CAGS	CAGS+15		
Step	I	II	III	IV	V	VI	
(removed)							
(removed)							
1	\$56,821	\$65,068	\$68,605	\$72,133	\$73,789	\$75,265	
2	\$58,789	\$67,810	\$71,469	\$75,127	\$76,782	\$78,318	
3	\$60,755	\$70,548	\$74,335	\$78,120	\$79,773	\$81,369	
4	\$62,730	\$73,288	\$77,202	\$81,114	\$82,768	\$84,423	
5	\$64,768	\$76,026	\$80,068	\$84,108	\$85,790	\$87,506	
6	\$67,007	\$78,765	\$82,933	\$87,099	\$88,841	\$90,618	
7	\$69,645	\$81,504	\$85,801	\$90,093	\$91,894	\$93,732	
8	\$72,285	\$84,245	\$88,666	\$93,084	\$94,945	\$96,844	
9	\$74,920	\$86,984	\$91,548	\$96,109	\$98,031	\$99,992	
10	\$77,560	\$89,811	\$94,524	\$99,514	\$101,504	\$103,534	
11	\$80,193	\$92,730	\$97,596	\$102,748	\$104,803	\$106,899	
12	\$82,834	\$95,743	\$100,767	\$106,087	\$108,209	\$110,373	
13	\$85,526	\$98,855	\$104,042	\$109,908	\$112,106	\$114,349	
	-						

	2026-2027 Salary Schedule					
	В	M B+45	2.50% M+15	MM M+30 CAGS	MM+15 M+45 CAGS+15	M+60 CAGS+30 MM+30 MMG MM+30G PhD EdD
Step	I	II	Ш	IV	V	VI
(removed)						
(removed)						
(removed)						
(removed)						
1	\$63,831	\$74,120	\$78,098	\$82,075	\$83,812	\$85,488
2	\$65,905	\$76,998	\$81,111	\$85,220	\$86,958	\$88,697
3	\$68,047	\$79,875	\$84,121	\$88,366	\$90,133	\$91,936
4	\$70,399	\$82,753	\$87,132	\$91,509	\$93,339	\$95,206
5	\$73,171	\$85,630	\$90,144	\$94,653	\$96,547	\$98,477
6	\$75,944	\$88,510	\$93,155	\$97,796	\$99,752	\$101,747
7	\$78,713	\$91,388	\$96,182	\$100,974	\$102,994	\$105,054
8	\$81,486	\$94,358	\$99,309	\$104,551	\$106,642	\$108,775
9	\$84,252	\$97,424	\$102,536	\$107,949	\$110,108	\$112,311
10	\$87,027	\$100,591	\$105,869	\$111,458	\$113,687	\$115,961
11	\$89,856	\$103,860	\$109,310	\$115,472	\$117,782	\$120,137