

MEMORANDUM OF AGREEMENT

BETWEEN

ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE

and

ACTON-BOXBOROUGH EDUCATION ASSOCIATION

(2020-2023)

WHEREAS, the Collective Bargaining Agreement between the Acton-Boxborough Regional School Committee (the "School Committee") and the Acton-Boxborough Education Association (the "Association"), is scheduled to expire on June 30, 2020, and

WHEREAS, the School Committee and the Association have negotiated a successor Agreement;

NOW, THEREFORE, the School Committee and the Association agree that the New Agreement shall consist of the provisions of the Former Agreement, modified as follows:

1. Department Leaders, Department Coordinators, Chairpersons, Nurse Leader

Article 7.2 Replace current stipends with the following:

2020-2021	Step 1	Step 2	Step 3	Step 4
High School Department Leader	\$7,700	\$7,900	\$8,100	\$8,300
Jr. High Department Leader	\$5,200	\$5,400	\$5,600	\$5,800
Student Services Chairperson	\$5,200	\$5,400	\$5,600	\$5,800

Successor years will increase by the agreed upon Schedule A COLA.

2. Early Retirement

Article 7.13 Early Retirement Incentive – move to side letter to be removed on June 30, 2020 based on prior agreement. Replace article 7.13 with the following:

Effective July 1, 2021, a teacher who has been employed by the Acton-Boxborough schools for a minimum of fifteen (15) years, and who gives written notice by December 15 of any year of an irrevocable intent to retire at the end of that school year, shall receive a lump sum of \$15 for each unused sick day. The lump sum will be received by the teacher by July 31 of the year of retirement. The teacher must retire from the retirement system the year in which they leave ABRSD in order to qualify for the lump sum.

3. Add Article 7.14

A teacher who is hired by the district to serve as a tutor outside of their normal work day, and who serves in such capacity, shall receive \$50 per hour for such services. If a teacher applies for and is selected to cover an after school writing or math center one day a week for the full school year, they will be paid a stipend of \$1,800.

4. Sick Leave

(A) Article 8.1.2 Add the following sentence:

When submitted, Sick Days will be identified as Employee Sick and Family Sick.

(B) Article 8.3 Add two sentences:

Personal days during the first five days of school and the last three days of school will only be granted for extenuating circumstances. Personal days on Mondays or Fridays in May and June may be limited based on the volume of teachers absent in each school. Teachers will specify the reason for personal day requests on these days at the time of the request. Unused personal days will be rolled into sick days available for future use.

5. Sabbaticals

Remove Article 8.5 in its entirety and renumber

6. Childrearing Leaves of Absence

Article 8.9.3 Replace first paragraph with the following:

In the case of the birth or adoption of a child, once the teacher has used the twelve weeks of FMLA leave, they may take the remainder of the year off unpaid as child rearing leave. The teacher may also take the next full school year off as a child rearing leave of absence without pay. Requests for child rearing leave must be provided to the Superintendent at least forty (40) days prior to the predicted birth or adoption, where feasible. Eligibility for child rearing leave shall be extended to any birth or adoptive parent or to the partner of a birth or adoptive parent.

Replace last paragraph with:

A teacher who has completed a child rearing leave or a discretionary leave shall not be eligible to commence a child rearing leave until the teacher has completed at least one full school year of active employment as a teacher following the earlier leave. Should a birth or adoption occur during the year in which the teacher returns from a prior child rearing or discretionary leave, that teacher can use the 12 weeks of FMLA available to them, as well as an unpaid child rearing leave for the remainder of that current school year, if requested. That teacher would not be eligible to extend that child rearing leave into the subsequent school year.

7. Calendar

Article 9.2 In the first paragraph, add the following sentence following: "In the event that school begins prior to Labor Day, schools will be closed on the Friday preceding Labor Day.":

In years in which the calendar dictates that school will begin before Labor Day, and the two professional days are scheduled for the Monday and Tuesday before Labor Day, school may be held the Friday before Labor Day.

8. Add new Article 9.21

- 1. All currently-employed teachers will complete the Seeking Educational Equity and Diversity (SEED) course and the Universal Design for Learning (UDL) course by August 31, 2023. Newly hired teachers will complete the SEED course and the UDL course within the first three years of employment in the district.**
- 2. The SEED and UDL courses will be funded by the District. SEED will be offered each year, within the district, as part of the Professional Learning Program. If these courses are not offered within the district, teachers will**

complete these courses within a reasonable distance of the district or the teacher's home.

3. **The requirement to complete the SEED and UDL courses may be waived by the superintendent.**
 4. **Newly hired teachers will attend orientation as scheduled before school starts. They will participate in the district's Beginning Teacher Support Program, and they may be required to attend up to five, hour-long meetings for new teachers with their principal or designee outside of the school day throughout the school year.**
9. Article 9.3 Student Dismissal
Change title from Student Dismissal to Length of Work Day

(A) PreSchool Prep Time

Following the second paragraph, insert as "d)"

Preschool Teachers: The Association and the Committee recognize that preschool teachers currently have preparation time on Fridays when school is not in session for all students. In the event that the preschool hours of operation change to five days per week for all students, the Association and School Committee agree to enter into negotiations for a side letter of agreement to guarantee minimum weekly preparation time for preschool teachers.

(B) Add additional paragraph

If a teacher leaves the building during school hours, they will notify their Principal or designee. Teachers who have first or last period as a prep period will request permission from their supervisor each time they request to arrive at school after the first period begins or leave before the last period ends.

10. Article 9.7 Remove the first sentence – distribution of Special Education students
11. Remove Article 9.10 (Teacher expectations and teacher support) and renumber
12. Edit 9.19 as follows:

All teachers shall be required to attend back to school night. Elementary teachers will be required to attend Kindergarten night either

Kindergarten night or one other alternate school activity. Junior High teachers will attend one evening conference as well as two afternoon conference days scheduled on early release days. The Junior High conference night will end by 9:00 pm. Junior High teachers will be given release time for evening conferences in the form of an early release or late start before or after evening conferences.

13. Moving Classrooms

Insert as new 11.6 and renumber

Any teacher or professional staff member who is involuntarily transferred or reassigned room assignment shall be entitled to compensation of \$200 for packing up and unpacking their classroom or work space. For purposes of this provision, "classroom teachers" shall include teachers and other professional staff who have an assigned room, such as art or music teacher. At the discretion of building principals, an alternative assignment day could be furnished as substitute compensation.

14. Remove Article 12, Teacher Employment (Job Sharing), with the exception of 12.1, which will become the new 13.1 with the rest of that article renumbered. The article will be titled "TEACHER EMPLOYMENT AND ASSIGNMENT".

15. Teacher Assignment - Edit Article 13 as follows:

(A) Article 13.2

In order to ensure that students are taught by teachers working within their areas of expertise, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certification and/or their major or minor fields of study.

(B) Article 13.3

Principals may move a teacher to another grade or subject for which they are certified. The Principal will notify a teacher of a change in grade or subject by March 1 if possible, so that the teacher may consider applying for any other openings in the district. The Association understands that there may be circumstances in which the Principal may need to make a grade level or subject assignment decision later in the school year. The principal will have final say over grade level and subject assignments within their school.

16. Transfers - Edit Article 14 as follows:

(A) Article 14.1

Although the Committee and the Association recognize that some involuntary transfers of teachers from one school to another are unavoidable, they also recognize that frequent transfers of teachers disrupts the educational process and interferes with optimum teacher performance.

(B) Article 14.3

When involuntary transfers to another school are necessary, ...

An involuntary transfer to another school will only be made after a meeting with the teacher involved and the Principal, at which time the teacher will be told why he or she has been selected as a teacher to be transferred. At that meeting, a teacher being involuntarily transferred will have an opportunity to discuss openings in other schools and suggest a preference. The teacher may apply for any vacancies in the district for which they are qualified.

(C) Remove Article 14.7

17. Vacancies and Promotions - Edit Article 15.2 as follows:

Any qualified teacher, whether or not employed by the District, who wishes to apply for a vacancy anywhere in the district, is welcome to follow the application process established for that vacancy. Consideration shall be given to each applicant's professional background, attainments, experience, length of service for the District or other relevant factors. Any teacher applicant who is not selected for a vacancy will receive notice from the appointing principal or designee and may request a conference with that principal or designee to discuss the reasons for their non-appointment.

18. Article 19.4 – Use of school facilities - Remove article as it is in conflict with the Ethics Rules

19. Course Reimbursement

Remove Article 21.1 - out of date

Replace Articles 21.2 with the following:

- A. Currently the district reimburses \$600 for a three credit course and \$800 for a four credit course. The course reimbursement budget for ABEA-eligible employees is \$36,000. Course reimbursement will be increased to \$1,200 per course. The budget for course reimbursements will be increased to \$75,000 over three years.
- B. In-service credit will be granted for approved AB or EDCO courses. Course reimbursement will continue to be provided for EDCO courses.
- C. Change, “ $\frac{2}{3}$ in major subject” to “At least $\frac{1}{3}$ of credits must be in content area, and $\frac{1}{3}$ in Pedagogy. The remaining third can be content or pedagogy.”
- D. Teachers will not receive more than 18 credits in any fiscal year unless approved by the District. Courses taken in excess of 18 credits will not be carried over to another year.
- E. The District will pay for fees and tuition for courses taken directly with an accredited university, including in-service courses taken through Acton-Boxborough Regional School District or the EDCO Collaborative, which are taken outside of the school day with advance approval of the Superintendent or designee. Courses taken through third party companies including, but not limited to, Learner’s Edge or Professional Development Institute shall not be reimbursed. An individual teacher shall have the option of receiving reimbursement of up to \$1,200 per year for courses taken under these guidelines.

Replace Article 7.8 with the following:

Acceptance of degrees and course credits required in section 7.7 and Schedule A, including credits for in-service courses, shall be subject to the approval of the Superintendent or designee. All degrees and credits shall be for courses taken directly from an accredited College or University or from an in-service program, including Acton-Boxborough and EDCO courses approved by the Superintendent or designee. Credits from third party vendors that are not part of a degree program or approved by the District may be used for PDP’s, but will not be accepted as credits on Schedule A. Teachers may not exceed 18 credits in any fiscal

year. Credits taken in excess of 18 credits in one fiscal year may not be carried over into the next year.

20. Research and Development Program

(1) Replace Article 22.10 with the following:

Teachers working on R&D will receive additional compensation as listed in Schedule B. R&D participants will have the option to receive one in-service credit, at the rate of one credit per eighteen (18) hours, the option to be at the teacher’s discretion.

(2) Add to Schedule B:

R&D Leader:	Daily rate of \$225
R&D Participant:	Daily rate of \$200

21. Administrative Selection Committee

Article 37.1 Add the following sentence to the end of the paragraph:

The Association representative shall maintain full voting rights and any other rights equivalent to those of any other committee member.

22. Updated Schedule B. Schedule B stipends increase the same as COLA.

23. Chaperone Stipends

Add to Schedule B a Chaperone stipend of \$25/hour

Insert the following sentence following the paragraph in Schedule B that begins with, “Elementary Overnight Stipends (Nature’s Classroom, Merrowvista, Cape Cod) \$100 per night.”:

“Guidelines for non-overnight chaperone pay can be found in the District document, ‘Paid Chaperone Guidelines’ that was agreed to with the ABEA.”

24. COLA

2020-2021	1.5%
2021-2022	2.5%
2022-2023	2.5%

There will be a one-time adjustment for those that will be on steps 13 to 17 in FY2021

to round up the Supermax to the next thousand before the new Supermax amount is added for FY2021.

25. Supermax

- a. Change Supermax to \$1,000 in all columns.
- b. Add a Supermax 2 for the first five years of Supermax (Steps 13-17) of another \$1,000 (total \$2,000) for each of the first five years of Supermax.
- c. There will be a one-time adjustment for those who will be on steps 13 to 17 in FY2021 to round up the Supermax to the next thousand before the new Supermax amount is added for FY2021.

Housekeeping Agreements

1. Language Improvements as necessary, including but not limited to:
 - a. Update Gender Specific Language to replace binary language (i.e. him/her)
 - b. Change pupils to students throughout
 - c. Change School Committee to District where appropriate

2. Move articles 4, 5, and 6 (Grievance Procedures, Arbitration, and Continuity of Operations) to after article 38

3. Article 7.2

- a. High School Department Leader

The High School DL teaches a reduced schedule of two sections (.4 FTE) to allow time for department leader responsibilities, and will receive a stipend above the schedule A salary.

4. Change 8.16 to read “members” instead of “representatives”

5. Restore missing language from 9.3 that was accidentally deleted in the current contract:

The starting and dismissal times of each school are subject to modification by the School Committee, provided, however, that no such modification will increase the length of the teacher's workday.

6. Revise the end of section 9.3 to say: “The remaining early release days will be used for district-wide grade level meetings or professional learning. Teachers will work on early release Thursdays until the normal end of the school day, unless otherwise agreed upon by the Committee and the ABEA in order to allow teachers adequate travel time.”

7. Revise 9.3a to read: “Elementary school: At least four preparation periods, not necessarily of equal length, for a total of 175-195 minutes per week except for half-day kindergarten teachers, who will have a total of 90 minutes of preparation time per week.”

8. Revise Article 9.12 to read: "There will be a minimum twenty-minute recess period each day in the elementary schools. Each elementary school teacher will be off duty for one such recess period on full school days."
9. Revise Article 10.1 to include Pre-K and Kindergarten for suggested class sizes.
10. Remove Article 27 (the MTA credit union does not appear to exist anymore)
11. Schedule B Salaries
 - a. All stipends for Coaches and Advisors will be based on a percentage of the category 1 salary. Remove #9 Grandfather clause (no longer needed).
 - b. Add new Schedule B language:
 1. Varsity Head coaches will be evaluated by the Athletic Director. Assistant coaches and JV coaches will be evaluated by head coaches under the supervision of the Athletic Director.
 2. Coaching and activity advisor positions are one year appointments. Coaches and advisors may be re-appointed for subsequent years without posting the positions.
 3. Stipends for coaches and activity advisors who go on a leave of absence will be prorated.
 4. Coaches and advisors who are otherwise in an ABEA position may have ABEA representation at their request.
12. Correct math errors in "System-Wide Stipends" in Schedule B
13. Add "junior high student council advisor" and "junior high speech team advisor to Schedule B; these are long-time funded positions that were left off Schedule B in error.

Items to be Included in the MOA

1. The following language,, referenced in the contract will be adopted by the District:

Paid Chaperoning Guidelines

In order for a staff member to be paid for chaperoning a school event the following criteria must be met:

- The event must be school-sponsored and occur after school hours or on a weekend.
- The event must require the active chaperoning or monitoring of students. The event would not be able to run without the presence of chaperones.
- Chaperones must stay for the entire duration of the event to be paid. The approximate length of the event will be provided in advance by the event sponsor or activity advisor and the exact length will be determined at the end of the event.
- The chaperone list must be approved by the activity or event sponsor.
- The event sponsor or activity advisor is responsible for submitting time sheets for chaperones within one week of the event.
- Chaperone stipends will be funded by the organization sponsoring the activity.
- Event sponsors/advisors cannot be paid for chaperoning an event if they are receiving a stipend for advising the sponsoring club or activity (i.e. the junior class advisor cannot be paid for chaperoning a junior class dance, but the other teachers volunteering to chaperone can be paid).
- Staff members *participating in* an event should not be considered to be chaperones (e.g. a staff member playing basketball for a student-faculty game or performing in a student-faculty talent show).
- Certain events are excluded from paying chaperones. These include:
 - Events where the sponsoring organization is paying the ticket cost for the chaperone's attendance (e.g. senior prom).
 - School-based celebratory events that encourage staff participation but do not require active chaperoning (e.g. school graduations, elementary school ice cream socials).

- Athletic event duties since these are paid for by the Athletic Department (e.g. varsity basketball game crowd control).
- Events where parents have the primary responsibility for monitoring their own children.

2. Thursday Professional Learning

District communication, including the “Elementary Thursdays” schedule distributed to teachers, will make clear that on “District-Wide Grade Level/District-Wide Department Team” days, some teachers will have “Building-Based Grade Level/Collaborative Teams” meetings instead. Every effort will be made to announce as early as possible, which grade levels will have collaborative time on those days.

3. High School Teaching Periods

A Study Committee composed of teachers, department leaders, ABEA building representatives, the Principal, and the Superintendent, or designee, shall be convened by October 1, 2020 for the purpose of recommending a course of action regarding equity in teaching load and scheduling at the high school.

4. Professional Learning Funding

The Association and the Committee agree to form a working group to investigate and establish a policy for a more equitable distribution of funds for professional learning opportunities. Such a group will begin its deliberations within two months of the ratification of the contract, and every effort will be made to produce a recommendation to the Association and Committee within two months of the group’s first meeting. Upon completion of the working group’s deliberations, the two parties agree to reopen the contract for the sole purpose of amending the first paragraph under 21.2.

THIS AGREEMENT is subject to ratification by the Acton-Boxborough Regional District

School Committee and by the Acton-Boxborough Education Association.

THIS AGREEMENT has been duly executed on **February 6, 2020** by the authorized representatives of the Acton-Boxborough Regional District School Committee and by the Acton-Boxborough Education Association.

ACTON-BOXBOROUGH REGIONAL
DISTRICT SCHOOL COMMITTEE

ACTON-BOXBOROUGH
EDUCATION ASSOCIATION

Tessa McKinley, ABRSC Chair

Michael Balulescu, ABEA President

Amy Krishnamurthy, School Committee
Negotiations Subcommittee Chair

Marc Lewis, ABEA Negotiations Chair

Paul Murphy, School Committee
Negotiations Subcommittee

John Petersen, School Committee
Negotiations Subcommittee

RATIFIED on February 13, 2020 BY:

ACTON-BOXBOROUGH REGIONAL
DISTRICT SCHOOL COMMITTEE
Negotiating Team

Tessa McKinley, School Committee Chair

Amy Krishnamurthy, School Committee
Negotiations Subcommittee Chair

Paul Murphy, School Committee
Negotiations Subcommittee

John Petersen, School Committee
Negotiations Subcommittee

RATIFIED on February 11, 2020 BY:

ACTON-BOXBOROUGH
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