

Memorandum of Agreement

Between

Shore Educational Collaborative

and

LEA Professional Association, Teacher Unit, Local 3954, AFTMA, AFL-CIO

This Memorandum of Agreement is entered into by and between Shore Educational Collaborative (hereinafter the Employer) and the LEA Professional Association (hereinafter the Union).

Whereas, the Employer and the Union are parties to a Collective Bargaining Agreement for the period September 1, 2014 through August 31, 2017; and

Whereas, the Employer and the Union have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms for a successor agreement to be effective September 1, 2017.

Now, therefore, the Negotiating Subcommittee of the Employer, acting subject to the ratification of this Memorandum of Agreement by the Shore Educational Collaborative Board of Directors to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Subcommittee of the Union, acting subject to the ratification of this Agreement by the membership of the Association to whom the Negotiating Subcommittee agrees to recommend acceptance, the parties agree as follows:

The terms and conditions of employment set forth in the collective bargaining agreement for the period September 1, 2014 through August 31, 2017 shall remain in full force and effect for the period September 1, 2017 through August 31, 2020, except as modified below.

1. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.

2. ARTICLE I - FEDERATION RECOGNITION AND DEFINITIONS

B. Definitions

Amend to read as follows:

2. The term "teacher", "employee", or professional as used in the Agreement means a person employed by the Board in the bargaining unit as described in Article I.

3. ARTICLE VIII – WORKING CONDITIONS

Section 1. Class Size

Effective September 1, 2019, amend to read as follows:

- A. The Board will establish and maintain class sizes in accordance with state regulations or the educational plan.

- B. Therapist workload shall be reviewed by the administration periodically.
- C. Clinical staff duties will be related solely to the clinical/guidance program.

4. ARTICLE VIII – ASSOCIATION REPRESENTATIVES AND ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

Section 2. Association Activity at the School Level

Amend to read as follows:

A. Mailboxes

The LEA Professional Association shall be the only labor organization to have the right to place materials in the mailboxes of all employees.

The LEA will be permitted to post official notices of activities and meetings of LEA concern on the district's electronic bulletin board kiosks, and a bulletin board to be furnished by the LEA. Said bulletin board shall be limited in size to eight foot by eight foot and kiosks shall be four feet. Each will be placed in each building.

The collective bargaining agreement shall be posted on the district website.

5. ARTICLE VIII – WORKING CONDITIONS

Section 3. Length of School Day

Amend to read as follows:

- D. It is understood and agreed that throughout the year employees may be required to attend no more than five (5) after school or one (1) evening meeting(s) per year.

6. ARTICLE VIII – WORKING CONDITIONS

Section 7. School Facilities and Equipment

Amend to read as follows:

- D. Professional Staff dining areas shall be furnished with 96 X 48 Bulletin Boards and Kiosks (purchased by the Union). These shall be for the exclusive use of the Association.
- E. The Union has the right to schedule meetings in the building after regular school meetings.
- F. There shall be a scheduled thirty (30) minute time block at Orientation for the Union Executive Board. Employer personnel shall not be present at this meeting.
- G. The Union has the right to distribute materials at the Orientation and employee mailboxes.

7. ARTICLE VIII – WORKING CONDITIONS

Section 8. Employee Development and Training

Effective September 1, 2019, amend to read as follows:

- D. The Board agrees to reimburse all employees to whom this Agreement applies an amount of \$200 per credit to any accredited college or university for any approved college course successfully completed for the purpose of professional development. Notwithstanding the foregoing provision, the maximum amount to be expended by the Board for such course reimbursement shall not exceed twenty thousand dollars (\$20,000) per year. Registration Fees will not be reimbursed.

8. ARTICLE VIII – WORKING CONDITIONS

Section 11. Emergency Procedure

Amend to read as follows:

Emergency procedures for handling students when transportation is late will be clearly outlined by the Board. If a transportation problem or other emergency caused a professional to remain thirty minutes beyond student dismissal time, the professional will be compensated at 1 1/2 times his or her normal hourly rate.

9. ARTICLE VIII – WORKING CONDITIONS

Section 14. Preparation Periods

Effective December 2, 2019, amend to read as follows:

Each professional will be guaranteed three preparation period per week when students are present, and in the case of teachers, when another professional is teaching the class (i.e. APE, Art, Music, class counseling, etc.) Professionals will not be assigned to teach or perform additional duties during their preparation periods. A professional required to perform assigned duties will be additionally compensated at the rate of \$35 a period for any prep period missed in a week, up to three.

Individual Education Plan and parents' meetings to special education students will not be scheduled by the Collaborative before or after the professional work day. Meetings that occur during the professionals' prep periods, resulting in less than three prep periods in a week will be compensated as indicated above at \$35 a period.

A professional required to teach a culinary arts class or activity, where shopping is required will arrange time with their coordinator to leave up to 30 minutes early or arrive up to 30 minutes late so that shopping may be done during normal work hours.

10. ARTICLE VIII – WORKING CONDITIONS

Section 16. Class Coverage

Remove the following language:

“In conjunction with educational coordinators and/or designees professional staff will be responsible for evaluation of assigned/designated student services staff.”

11. ARTICLE X – COMPENSATION

Amend to read as follows:

Section 9. Employee Leadership Positions

- A. A professional who is assigned mentoring duties by their coordinator with the approval of the Student Service Director for a particular school year will be paid an annual stipend of \$2,000 per mentee for any school year that he/she is so assigned. Mentor assignments are for one (1) school year although the Student Services Director may at his/her discretion; choose to re-assign a particular teacher for successive years. The Student Services Director will consider a teacher’s certification areas and proximity to the teacher to be mentored when determining who will be assigned to a mentoring opportunity. All teachers have the option of declining mentoring assignments

12. ARTICLE XII – PAID LEAVE OF ABSENCE

Add the following:

FEDERAL OR STATE LAW

Nothing in this Article will be construed as limiting the professional’s rights under Federal and/or State Law and/or regulations.

13. ARTICLE XII – PAID LEAVE OF ABSENCE

Section 1. Sick Leave

- F. Sick Leave Buy Back

A bargaining unit member who has used fewer than six (6) sick and/or personal days in a school year, exclusive of Sick Bank donations, may elect to redeem sick days in a lump sum cash payment one hundred and seventy-five dollars (\$175) according to the following schedule:

14. ARTICLE XII – PAID LEAVE OF ABSENCE

Amend to read as follows:

- I. Status of employee accrued sick leave will be available electronically.

15. ARTICLE XVIII - DUES CHECKOFF

Amend to read as follows;

Section 4. Dues Check off

- a. The Union may secure authorization for payroll deductions for Union dues. Shore Educational Collaborative will provide a copy of the LEA Appendix B Authorization for Payroll Deduction to all newly hired employees on date of hire. Union dues will be deducted from his/her salary and transmitted to the LEA Local 3954. Such authorizations may be revocable as provided by law.
- b. Each year Shore Educational Collaborative will submit the following:
The amount of Union dues payable to the Union, deducted from the salaries to the Union Treasurer, Union Professional Unit President, Union Paraprofessional Unit President and LEA Union Secretary via email. This will include the Union member's name, the amount of dues deducted, the pay period of the deduction, the total deduction amounts and whether the member is on a 20 or 24 week deduction period and member of the Union Professional Unit or Union Paraprofessional unit.
- c. Shore Educational Collaborative will provide the name of any employee hired within 7 days of hiring date to the Union Secretary and Union Treasurer via email.
- d. Shore Educational Collaborative will notify the Union Secretary and Union Treasurer of any employee hired or any employee separated from service from Union payroll deductions within 7 days of separated from service date to the Union Secretary and Union Treasurer via email.

16. ARTICLE XXII – DURATION

Amend to read as follows:

This Agreement and each of its provisions shall be in effect as of September 1, 2017, and shall continue in full force and effect until August 31, 2020.

17. Salary

- Effective September 1, 2017: 3% increase to each step on the salary schedule. Create new steps 13 and 14. Each worth 3%. Employees not on Step 12 will advance to the subsequent step. Employees at step 12 will be placed on the step commensurate with their years of service, however no employee will be placed at step 14.
- Effective September 1, 2018: 2% increase to each step on the salary schedule.
- Effective September 1, 2019: 2% increase to each step on the salary schedule

SALARY SCHEDULES

FY18

Step	BA	M	M + 15	M + 30
1	\$47,149.69	\$49,954.59	\$50,984.59	\$52,014.59
2	\$49,116.17	\$51,890.58	\$52,920.58	\$53,950.58
3	\$50,994.89 \$51,097.89	\$53,887.54	\$54,917.54	\$55,947.54
4	\$53,033.88	\$55,823.53	\$56,853.53	\$57,883.53
5	\$56,174.14	\$58,979.04	\$60,009.04	\$61,039.04
6	\$58,460.74	\$61,280.88	\$62,310.88	\$63,340.88
7	\$61,067.46	\$63,887.60	\$64,917.60	\$65,947.60
8	\$63,369.31	\$66,189.45	\$67,219.45	\$68,249.45
9	\$66,494.33	\$69,390.69	\$70,420.69	\$71,450.69
10	\$69,497.40	\$72,348.02	\$73,378.02	\$74,408.02
11	\$72,576.68	\$75,442.56	\$76,472.56	\$77,502.56
12	\$74,756.58	\$77,607.20	\$78,637.20	\$79,667.20
13	\$76,999.27	\$79,935.42	\$80,996.32	\$82,057.22
14	\$79,309.25	\$82,333.48	\$83,426.21	\$84,518.94

*** no employee shall be placed on Step 14 for fiscal year 18*

FY 19

Step	BA	M	M + 15	M + 30
1	\$48,092.69	\$50,953.68	\$52,004.28	\$53,054.88
2	\$50,098.49	\$52,928.39	\$53,978.99	\$55,029.59
3	\$52,014.79	\$54,965.29	\$56,015.89	\$57,066.49
4	\$54,094.55	\$56,940.00	\$57,990.60	\$59,041.20
5	\$57,297.62	\$60,158.62	\$61,209.22	\$62,259.82
6	\$59,629.95	\$62,506.50	\$63,557.10	\$64,607.70
7	\$62,288.81	\$65,165.36	\$66,215.96	\$67,266.56
8	\$64,636.69	\$67,513.24	\$68,563.84	\$69,614.44
9	\$67,824.21	\$70,778.50	\$71,829.10	\$72,879.70
10	\$70,887.34	\$73,794.98	\$74,845.58	\$75,896.18
11	\$74,028.22	\$76,951.41	\$78,002.01	\$79,052.61
12	\$76,251.71	\$79,159.35	\$80,209.95	\$81,260.55
13	\$78,539.26	\$81,534.13	\$82,616.25	\$83,698.36
14	\$80,895.44	\$83,980.15	\$85,094.73	\$86,209.32

FY20

Step	BA	M	M + 15	M + 30
1	\$49,054.54	\$51,972.75	\$53,044.37	\$54,115.98
2	\$51,100.46	\$53,986.96	\$55,058.57	\$56,130.18
3	\$53,055.08	\$56,064.60	\$57,136.21	\$58,207.82
4	\$55,176.44	\$58,078.80	\$59,150.41	\$60,222.02
5	\$58,443.58	\$61,361.79	\$62,433.40	\$63,505.01
6	\$60,822.55	\$63,756.63	\$64,828.24	\$65,899.85
7	\$63,534.59	\$66,468.66	\$67,540.28	\$68,611.89
8	\$65,929.43	\$68,863.50	\$69,935.11	\$71,006.73
9	\$69,180.70	\$72,194.07	\$73,265.68	\$74,337.30
10	\$72,305.09	\$75,270.88	\$76,342.50	\$77,414.11
11	\$75,508.78	\$78,490.44	\$79,562.05	\$80,633.66
12	\$77,776.74	\$80,742.54	\$81,814.15	\$82,885.76
13	\$80,110.04	\$83,164.81	\$84,268.57	\$85,372.33
14	\$82,513.35	\$85,659.76	\$86,796.63	\$87,933.50

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Whereas, the Employer and the Union have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms for a successor agreement to be effective September 1, 2020.

Now, therefore, the Negotiating Subcommittee of the Employer, acting subject to the ratification of this Memorandum of Agreement by the Shore Educational Collaborative Board of Directors to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Subcommittee of the Union, acting subject to the ratification of this Agreement by the membership of the Association to whom the Negotiating Subcommittee agrees to recommend acceptance, the parties agree as follows:

The terms and conditions of employment set forth in the collective bargaining agreement for the period September 1, 2017 through August 31, 2020 shall remain in full force and effect for the period September 1, 2020 through August 31, 2022, except as modified below.

1. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.

2. ARTICLE XXII – DURATION

Amend to read as follows:

This Agreement and each of its provisions shall be in effect as of September 1, 2020, and shall continue in full force and effect until August 31, 2022, and shall renew itself from year to year, unless either party notifies the other party by certified mail no later than October 1, 2021, or any other October thereafter of its desire to terminate or modify the present Agreement.

3. Salary

- Effective September 1, 2020: 2% increase to each step on the salary schedule.
- Effective September 1, 2021: 3% increase to each step on the salary schedule.

SALARY SCHEDULES

FY21

Step	BA	M	M + 15	M + 30
1	\$50,035.63	\$53,012.21	\$54,105.25	\$55,198.30
2	\$52,122.47	\$55,066.69	\$56,159.74	\$57,252.78
3	\$54,116.18	\$57,185.89	\$58,278.93	\$59,371.98
4	\$56,279.97	\$59,240.37	\$60,333.42	\$61,426.46
5	\$59,612.45	\$62,589.02	\$63,682.07	\$64,775.11
6	\$62,039.00	\$65,031.76	\$66,124.80	\$67,217.85
7	\$64,805.28	\$67,798.04	\$68,891.08	\$69,984.12
8	\$67,248.02	\$70,240.77	\$71,333.82	\$72,426.86
9	\$70,564.31	\$73,637.95	\$74,731.00	\$75,824.04
10	\$73,751.19	\$76,776.30	\$77,869.35	\$78,962.39
11	\$77,018.96	\$80,060.24	\$81,153.29	\$82,246.33
12	\$79,332.28	\$82,357.39	\$83,450.43	\$84,543.47
13	\$81,712.24	\$84,828.11	\$85,953.94	\$87,079.78
14	\$84,163.61	\$87,372.95	\$88,532.56	\$89,692.17

FY 22

Step	BA	M	M + 15	M + 30
1	\$51,536.70	\$54,602.57	\$55,728.41	\$56,854.25
2	\$53,686.14	\$56,718.70	\$57,844.53	\$58,970.37
3	\$55,739.67	\$58,901.47	\$60,027.30	\$61,153.14
4	\$57,968.37	\$61,017.59	\$62,143.42	\$63,269.26
5	\$61,400.82	\$64,466.70	\$65,592.53	\$66,718.37
6	\$63,900.18	\$66,982.71	\$68,108.55	\$69,234.38
7	\$66,749.44	\$69,831.98	\$70,957.81	\$72,083.65
8	\$69,265.46	\$72,347.99	\$73,473.83	\$74,599.67
9	\$72,681.24	\$75,847.09	\$76,972.93	\$78,098.76
10	\$75,963.73	\$79,079.59	\$80,205.43	\$81,331.26
11	\$79,329.53	\$82,462.05	\$83,587.89	\$84,713.72
12	\$81,712.24	\$84,828.11	\$85,953.94	\$87,079.78
13	\$84,163.61	\$87,372.95	\$88,532.56	\$89,692.17
14	\$86,688.52	\$89,994.14	\$91,188.54	\$92,382.94

SIGNED THIS 10 DAY OF DECEMBER 2019



Board of Directors

Shore Collaborative



LEA Professional Association (Professional Unit)

AFTMA, AFL-CIO, Local 3954