

**Memorandum of Agreement Between
LEA Professional Association Local 3954
And
Shore Educational Collaborative**

WHEREAS Shore Educational Collaborative and LEA Professional Association Local 3954, AFL-CIO representing members of Bargaining Unit A at Shore Education Collaborative;

WHEREAS, the Collective Bargaining Agreements (CBA) for Bargaining Unit A expired on August 31, 2022;

WHEREAS, The Collective Bargaining Agreement between the Shore Educational Collaborative and LEA Professional Association Local 3954 (Unit A) that expired on August 31, 2022 shall be continued through August 31, 2025 with the modifications set forth below. All changes are intended to take effect as of the date of ratification by both parties, unless otherwise noted.

1. **The following General Housekeeping**
 - *Change language to gender neutral and suggest using the word professional for all job titles*
 - *Article XI- Parental Leave- change Maternity to Parental leave.*
 - *Article XVI Section C- Update to say "approved leave" from "paid leave."*
 - *Article XVI Section D- update language to the last agreed upon language.*

2. **ARTICLE I Transfer Physical Therapist Assistants from Unit B to Unit A. The payscale shall be transferred and added into Appendix A.**

3. **ARTICLE VIII – WORKING CONDITIONS Update and add subsections D&E to Section 1. Class Size**
 - 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~~ **bi-annually**.
 - C. Clinical staff duties will be related solely to the clinical/guidance program.
 - D. Nurses shall have a caseload that is safe for students and staff.
 - E. A committee of bargaining unit leaders selected by the union and management representatives will meet to determine standards for caseloads of Teachers, Clinical Staff, Therapist, and Nurses. That committee will begin its work within 2 months of ratification and will meet bi-monthly until agreement is reached.

Once standard has been agreed upon, the standards will be enforceable and a bargaining unit member in these four titles can then request a review and redistribution of caseloads if the current caseload is not consistent with agreed upon standards. No review will be reasonably denied. If there is no way to safely reassign the employer make every effort to hire another staff to cover the excess workload.

4. ARTICLE VIII – Section 3. Length of School Day *Update subsections A, C, and D*

- A. The normal workday will begin a half-hour before school and a half-hour after school, the half hour after scheduled class dismissal times. The later school day hours apply to all professional staff who work across programs with students dismissed at 2 and 2:30. , but teachers may be required to stay until 4:00 p.m. for meetings with appropriate personnel when necessary.
- C. During Professional Development days (held on student early release days), professional staff will be required to stay until 3:30pm, no more than twice per month. The schedule for these early release days will be given to staff no less than ten business days in advance, where practical.
- D. In addition to PD days, it is understood and agreed that throughout the year employees may be required to attend no more than five (5) after-school and one (1) evening meeting per year. Staff will be notified about scheduled meetings ~~or trainings~~ that will take place outside of the normal work day at least (10) business days in advance.

5. ARTICLE VIII – Section 4. Curriculum “Budgets” *rename and update language as follow.*

Teachers shall be notified ~~at the 3 weeks~~ prior to the beginning of each school year as to the curriculum materials budget for their classes. At that time, teachers may begin requisitioning items using Shore’s purchasing system. If a teacher requests and is approved to purchase materials with their own money, they will be reimbursed when all written proof of purchase (receipts or invoice and packing slips) are submitted. The business office will make every effort to mail reimbursement checks to staff within two weeks of receiving and approving all required documentation. Teachers shall be informed of changes in the class budget during the school year.

6. ARTICLE VIII – Section 6. Hiring Substitutes *revision to be as follows and second paragraph*

If possible, substitutes will be hired to cover classes, caseloads, and workload of regularly assigned teachers and support staff including but not exclusively Therapists, Councilors, and Nurses when they are absent. ~~Failure to have a substitute for a position available shall be subject to a grievance by those whom are required to “fill in” for the absent bargaining unit member.~~ If there is advanced notice of extended absences of Therapists and Counselors, Shore will make good faith efforts to hire subs to cover their caseloads/responsibilities. Additional paraprofessional positions will be budgeted and posted/hired to provide substitute coverage.

Shore will post all open (either vacant or in need of a substitute for an extended period of time) positions and repost those positions on a bi-weekly basis until the positions are filled. The union will be notified when a position is posted and/or reposted. If a substitute for the position cannot be found prior to the position being vacant or one week prior to a worker who normally performs these duties is out for an extended period (more than two weeks) a temporary agency will be reached out to. The union will be notified of which agency, which position, and whether the agency will be providing a replacement.

7. ARTICLE VIII – Section 8. Employee Development and Training *Revise as follows.*

The Shore Collaborative agrees to encourage the development and training of employees in the following manner:

- A. Allow for the time schedule adjustments, which facilitate the employees' educational advancement. Any such adjustment remains at the discretion of the Collaborative Board.
- B. The Administration may train professional employees in trainings mandated by regulation and policy.
- C. A diversified program of in-service training shall be provided for all employees. The program will meet the needs of experienced teachers as well as new hires.
- D. The Board agrees to reimburse all employees to whom this Agreement applies an amount of ~~\$200~~ \$400 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)~~ forty thousand dollars (\$40,000) per year. Registration Fees will not be reimbursed.

Such tuition reimbursement shall require the approval of the Administration, in writing. For purposes of this section, successfully completed shall mean a grade of B or better. Each ~~teacher~~ Professional seeking reimbursement under this section shall submit to the Executive Director evidence of payment of tuition and final grade as a precondition of reimbursement for such payment. The Board agrees to reimburse professionals approved professional development, seminars and workshops based on annual budget allocations. **The approval process shall be completed within fifteen (15) days of receipt of all required documents.**

8. ARTICLE VIII – Section 12. *Revise as follows.*

All employees shall be guaranteed a half-hour **duty free lunch period between 10:30am and 1:30pm** ~~whenever possible.~~

9. ARTICLE VIII – Section 13 *Add following sentence*

Summer program dates, hours, and program assignment will be set by Shore Administration annually and all professionals shall be notified of this information no later than February 1.

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10. ARTICLE VIII – Section 14. Preparation Periods *Revise as follows*

During school year 22-23, there will be five preparations periods per educator, per week, one of which is dedicated to common planning time (small or large team meetings.) A preparation period shall be defined as a period of time no less than 30 minutes and can be partially before or after students being present. Lunch breaks will not constitute preparation periods. A professional required to perform assigned duties, (including IEPs, coverage, or other meetings) will be additionally compensated at the rate of \$40 a period for any prep period missed in a week up to four. Starting in the school year 2022-2023, teachers will not be required to do administrative tasks during preparation periods, including printing/stapling/collating IEPs, progress reports, report cards, cover sheets, or academic updates.

Within one (1) month of ratification, management will implement this language.

Starting school year 2023-2024, there will be five preparation periods per educator, per week, one of which is dedicated to common planning time (small or large team meetings.) Three (3) of the preparation periods will be forty-five (45) minutes in duration, two preparation periods will be thirty (30) minutes in duration. A preparation period shall be defined as a period of time while students are present. Lunch breaks will not constitute preparation periods. A professional required to perform assigned duties, (including IEPs, coverage, or other meetings) will be additionally compensated at the rate of \$40 a period for any thirty (30) minute preparation period or \$50 for any forty-five (45) minute preparation period.

Individual Education Plan and parents' meetings to special education students will not be scheduled by the Collaborative before or after the professional workday. Meetings that occur during the professionals' prep periods, ~~resulting in less than three prep periods in a week~~ will be compensated at the rate of \$40 a period for any thirty (30) minute preparation period or \$50 for any forty-five (45) minute preparation 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.

11. ARTICLE VIII – Section 15. Joint Labor Management Committee *Revise and follows*

There shall be a joint labor management committee consisting of up to two professional staff and two administrators, which shall meet ~~as needed~~ to discuss mutual issues which

can be raised by either party. Meetings will be scheduled during early release times for 30 minutes, monthly.

12. ARTICLE VIII – Section 18. Remote Work *Add a new section to article*

When a professional development session is virtual and can be reasonably done offsite with minimal disruption to the school community, a bargaining unit member may request to do the session remotely. No reasonable request shall be denied.

13. ARTICLE X – COMPENSATION Section 4. *Update as follows*

- A. Employees who provide professional support or participation in Shore sponsored or approved educational activities outside of their regular teaching hours during the school year or a summer session, will be **compensated at the normal hourly rate**. This will include but not be limited to grants, special projects, in service training, seminars, materials development, professional development, or workshops.
- B. Employees who provide professional support to participation in Shore sponsored or approved educational activities outside of their regular teaching house during the school year or a summer session, will be compensated at **their normal hourly rate** per hour. This will include but not be limited to grants, special projects, in service training, seminars, **Safetycare recertification**, materials development, professional developments, or workshops.

14. ARTICLE X – COMPENSATION Section 5. Payments and Deductions *update with following*

B. Employees paychecks will be **directly deposited** ~~distributed~~ semi-monthly throughout the calendar year, not to exceed twenty-four (24) paydays from September 1 to August 31. Employees may also request their total annual salary to be paid over a ten (10) month period in (20) equal installments, provided that such request is submitted in writing to the Executive Director by the date specified. ~~July 1~~. If the payday falls on a holiday, then payments shall be made on the preceding workday.

~~Employees who are paid on a twelve (12) month basis may elect to receive their final two (2) months of pay on June 30 by making a written request to the Executive Director by the last school day in May.~~

15. ARTICLE X – COMPENSATION Section 6. Vehicle Use *Revise as follows.*

- A. No employee shall be required to transport any student, ~~client, or ward of the state~~ in his or her own vehicle

Employees who volunteer to drive Shore vehicles must provide consent to have their driving records checked through the Registry of Motor Vehicles. Employees must receive prior approval by the Executive Director/designee before driving Shore vehicles.

All professionals who volunteer and are authorized to drive Shore Vehicles must provide

verification of current drivers licenses, and immediately notify Shore of any driving violations or suspension/revocation of license.

16. ARTICLE X – COMPENSATION Section 10. Licensure Reimbursement *New Section add following section*

The employer shall reimburse bargaining unit members for cost of maintaining certifications, licenses, or permits that are required as a condition of employment. This shall include but not be limited to maintaining social work certification and state licensure. Reimbursement checks will be mailed within 15 days whenever possible after receiving documentation of fees paid and license/certificate renewal.

17. ARTICLE X – COMPENSATION Section 7. Longevity *Revise as follows*

All employees shall receive in addition to any other salary entitlement, a longevity stipend which shall read as follows: to be issued no later than the 30th of June. **A longevity stipend shall be issued for employees who complete full school years of continuous cumulative employment with Shore at the levels below. Any break in service over 5 years will not be considered. Any approved paid or unpaid leave provided by statute or Shore policy will not be considered an interruption in service.**

- After 10 years of service, \$1,500
- After 15 years of service, \$1,750
- After 20 years of service, \$2,000
- After 25 years of service, \$2,500

18. ARTICLE X – COMPENSATION Section 9. Employee Leadership Positions *Revise as follows*

- 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~~ **\$2,500** 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 professionals have the option of declining mentoring assignments

19. ARTICLE XI- SUPPLEMENTAL BENEFITS Health Insurance *Revise as follows*

Shore Educational Collaborative will establish a health insurance advisory committee with at least one representative from the professional and one representative of the paraprofessional unit. The purpose of the committee will be to meet with Shore's health insurance broker annually, prior to renewal, to review and provide input on plan options. Shore shall provide at least two health insurance plan design choices for family, individual, and when possible individual plus one. The employer contribution for each plan will be 70% and the employee contribution will be 30%. An employee may choose one plan based on the procedures established by the Collaborative.

20. ARTICLE XII – PAID LEAVE OF ABSENCE Section 1. Sick Leave *Revise as follows.*

A. Summer Session Extended School Year Program Sick Leave.

- a. Employees covered by this agreement and who are required to work a thirty (30) day Extended School Year Program will be provided two (2) sick days for the session. **Sick days may be saved, added to the school year allocation, and may be added to personal sick accrual.**

21. ARTICLE XII – PAID LEAVE OF ABSENCE Section 1. Sick Leave F. Sick Leave Buy Back. *Housekeeping- add previous agreed upon language.*

A bargaining unit member who has used fewer than six (6) sick 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:

- If you were absent no more than 2 days, you may buy back up to 8 days.
- If you were absent no more than 3 days, you may buy back up to 7 days.
- If you were absent no more than 4 days, you may buy back up to 6 days.
- If you were absent no more than 5 days, you may buy back up to 5 days.
- If you were absent no more than 6 days, you may buy back up to 4 days.

At a rate of \$175/day.

22. ARTICLE XII – PAID LEAVE OF ABSENCE Section 1. Sick Leave *Add following section.*

G. Sick Leave Bank

Starting in School year 2023-2024 there shall be a Sick Leave Bank. The sick leave bank shall be comprised of four (4) members. The President of the LEA Professional Association shall appoint two (2) members. The Executive Director of the Shore Collaborative shall appoint two members.

The bank shall be administered in accordance with the guidelines of this article. One of the Association representatives shall serve as Chair of the Sick Leave Bank Committee.

All leaves must be approved by the Executive Director/designee, and adhere to statutory requirements for FMLA, and Shore policies and procedures. Before being eligible to draw on the sick leave bank, staff on approved leaves must exhaust all current and accumulated sick leave, with the following exception: a professional who through illness anticipates they will exhaust all available sick, and personal leave may apply ten (10) days prior to exhaustion of his/her sick leave. Staff who meet these criteria may apply in writing to draw on the "bank".

This bank may be used to cover any absence that is covered by FMLA. There will be a limit of 10 days from the bank to cover Parental Leave for a new child. Members will have had to contribute 1 day prior to September 1st of the school year to be eligible during that school year. The bank may not be used to supplement short-term and long-term disability.

The initial request from the bank shall not exceed thirty (30) days. After the initial request has been exhausted a member can file up to fifteen (15) additional days. All requests from the bank

shall not exceed thirty (30) days in any one request and each member may draw up to a total of forty-five (45) in a school year. Three votes shall be needed to refuse or grant a sick bank request. Authorization or refusal for bank days must be in writing and signed by the Chair of the Sick Leave Bank Committee.

The Executive Director shall bring any suspected case of sick leave bank abuse before the Sick Leave Bank Committee. Should the Sick Leave Bank Committee, by majority vote of those present and voting, determine that an abuse pattern does exist the matter will be remanded back to the Executive Director. Should the Executive Director take disciplinary action such action shall be subject to review under the just cause provision of the Collective Bargaining Agreement.

Each bargaining unit member who wishes to be eligible to participate in the sick leave bank shall contribute two (2) days of their unused sick leave to the bank at the start of each school year. Each day contributed will be subtracted from that educator's individual sick leave. An additional donation will be made whenever the total number of days remaining in the bank is reduced to thirty (30) days. There can be no more than one request for additional donations per year.

23. ARTICLE XII – PAID LEAVE OF ABSENCE Section 3. Religious Holidays *Revise as follows*

Bargaining unit members shall receive two paid (2) days a year for observance of religious holidays that fall upon a school day. Requests for time off for the observation of religious holidays must be submitted in writing to the Executive Director thirty (30) working days in advance of the requested day except for holidays that fall in August or September. Professionals have 5 days to submit in writing the requested days if they fall in August or September. If the program should close for that date due to inadequate staffing, the staff may be required to make up that time through additional work days at the end of the school year or through additional program hours. In no instance shall time off under this article be requested for the purpose of extending a holiday or vacation.

Beginning in the school year 2023-2024, Good Friday will not be observed as a holiday and will be a scheduled work day.

24. ARTICLE XII – PAID LEAVE OF ABSENCE Section 4. Professional Leave *Revise as follows*

Two (2) paid days of professional leave for Attendance at conference or site observation may be granted at the discretion of the Executive Director upon the receipt of a written request. Requesters shall be informed via email of approval or denial within fifteen (15) business days of the request. This request will be granted with pay. A written report on conference attendance or site observation may be requested.

25. ARTICLE XII – PAID LEAVE OF ABSENCE Section 5. Bereavement Leave *add second paragraph to subsection A.*

- A. Funeral Leave will be granted in the amount of up to five (5) days for immediate family members defined as spouse, mother, father, brother, sister, son, daughter, or relative residing in the employee's household.**

In the event of a familial loss (either by the pregnant person or the co-parent) of a pregnancy due to miscarriage or stillbirth, educators shall be entitled to up to five (5) days at the time of this loss. Neither the length of the pregnancy nor the number of children will impact the number of days to which members of the bargaining unit are entitled.

26. ARTICLE XII – PAID LEAVE OF ABSENCE Section 6. Personal Leave *Add to Section D.*

In exceptional cases when unpaid days are requested before or after a holiday or vacation, as much advance notice as possible but least (30) days must be given. Requests should be made to the Director in writing. Requests made be approved or denied without regard to past practice or precedent. Unpaid days may only be requested if personal days are depleted.

27. ARTICLE XXII- DURATION

This Agreement and each of its provisions shall be in effect as of **September 1, 2022**, and shall continue in full force and effect until **August 31, 2025**, and shall renew itself from year to year, unless either party notifies the other party by certified mail no later than October 1, 2022, or any other October thereafter of its desire to terminate or modify the present Agreement.

28. Appendix B *add lanes and following qualifier*

Move to New Salary Lane: Verification of credits' earned that would change a professional's salary lane must be submitted by September 1 for a September 15 payroll change and by February 1 for February 15. Salary Scale Proposal:

FY23 Salary:

- 3% salary increase
- Add Masters + 45, Masters + 60/CAGS & Doctorate columns with a 2% increase between columns (currently there is a 2% increase between Masters and Masters +15 and Masters + 15 and Masters + 30). TA
- Add new Step 15 with a 3% increase above Step 14 (3% increase currently between steps from 11 to 14).

FY24, Proposed:

- Drop Step 1 (move existing member up two step year for everyone except Step 15)
- Maintain 15 steps (adding a new Step 15 with a 5% increase)

FY25, Proposed:

- 3% Salary Increase.

This Memorandum of Agreement, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives. The parties recognize and agree that all

proposals/counterproposals regarding changes to the Collective Bargaining Agreement not embodied in this Memorandum have been withdrawn.

FOR THE EMPLOYER

Joseph Clark, Executive Dir 11/8/22
(date)
Paul Pann, Chair, 11/8/22
Justin Thaw 11/8/22

FOR THE UNION

Andrea Matheson 10/12/22
(date)
Kristen Gunn 10/12/22
Josh E Hypp 10/12/22
Matt V 10-12-2022
Matt S 10-12-2022
Steph Loeb 10-12-2022