



CITY OF AMESBURY
IN THE YEAR TWO THOUSAND TWENTY

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Kassandra Gove

Kassandra Gove, Mayor

BILL No. 2020-029

An Order to fund employment agreements between the City of Amesbury (School Department) and various unions dated July 1, 2019 to June 30, 2022.

Summary: This appropriation will transfer \$134,156 from various accounts to fund the FY 2020 portion of 3-year labor contracts between the City of Amesbury (School Department) and three unions – Teachers, Paraprofessionals, and Facilities & Maintenance Unit.

Per Chapter 95-2 of City Ordinances (Bill No. 2006-16), initial request for appropriations for funding of a labor contract agreement must be submitted by the Mayor as a unique measure separately from the annual operating budget and be accompanied by a copy of the contract for which funding is requested.

Be it Ordered by the City Council of the City of Amesbury assembled, and by the authority of the same, as follows:

To authorize transfers totaling \$134,156 to fund employment agreements between the City of Amesbury and School Department unions, dated July 1, 2019 to June 30, 2022, as follows:

- From Budget Reserve to School Department - \$100,000
- From Salary Reserve to School Department - \$1,750
- From Free Cash to School Department - \$32,406



Amesbury Public Schools
Office of the Superintendent of Schools

Memo

To: Hon. Mayor Gray
From: Superintendent Fulgoni 
RE: Collective bargaining agreements
Date: 12/4/19

As previously discussed the funds necessary for the settlement of the collective bargaining agreements between the School Committee and the unions exceeds the budgeted amount.

Therefore I am respectfully requesting an additional appropriation of **\$134,156**.
The breakdown is as follows:

<u>Unit</u>	<u>Total Impact FY20</u>	<u>School Dept. Funded</u>	<u>Request from City</u>
Teachers	\$193,306	\$75,217	\$118,089
Paras	\$22,135	\$10,106	\$12,029
MPFT's	\$6,257	\$2,219	\$4,038
Total	\$221,698	\$87,542	\$134,156

MEMORANDUM OF UNDERSTANDING

**AMESBURY SCHOOL COMMITTEE
AND
AFT AMESBURY, LOCAL 1033
(TEACHERS/NURSES)**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Amesbury School Committee (hereinafter, the "Committee") and the AFT Amesbury (hereinafter, the "AFT").

WHEREAS, the Committee and the AFT entered into a collective bargaining agreement for the period September 1, 2016 through and including August 31, 2019; and

WHEREAS, the duly-authorized representatives of the Committee and the duly authorized representatives of the AFT have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Committee and the AFT have, subject to ratification by the membership of the Committee and the AFT, agreed to two (2) successor agreements: one for the period of September 1, 2019 through and including August 31, 2020, followed by a subsequent successor agreement for the period of September 1, 2020 through and including August 31, 2023;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. Prior Agreement and Duration:

- A. The Collective Bargaining Agreement in effect for the period September 1, 2016 through and including August 31, 2019, shall be in full force and effect for the period September 1, 2019 through and including August 31, 2020, except as modified by this **MEMORANDUM OF AGREEMENT**.
- B. The Collective Bargaining Agreement in effect for the period of September 1, 2019 through and including August 31, 2020 shall be in full force and effect for the period of September 1, 2020 through and including August 31, 2023 except as modified by this **MEMORANDUM OF AGREEMENT**.
- C. The changes set forth herein are effective September 1, 2019 unless otherwise specified.
- D. The Parties agree to integrate the changes set forth herein into a single merged Collective Bargaining Agreement consisting of the 2019-2020 and 2020-2023 Agreements.

2. **Wages:**

2019-2020 Agreement

Increase the salary schedule appearing at Appendix B as follows:

Effective and retroactive to
September 1, 2019: 0.5%;

Effective the 91st day
of the 2019-2020 school year: 1.5%.

2020-2023 Agreement

Increase the salary schedule appearing at Appendix B as follows:

Effective September 1, 2020: 2%;

Effective September 1, 2021: 2%;

Effective September 1, 2022: 2%;

Effective the 91st day
Of the 2021-2022 school year: 0.5%

3. **Article II, Section B – Differentials for Specific Positions**

A. **Sub-Section 1 – Guidance Counselors**

Amend to read as follows: ¹

- a. ***High School*** Guidance Counselors shall be placed on a 1.05 ratio calculated on their positions on the salary scale ***and shall work five (5) days per year in addition to the teacher work year. The actual days of work will be determined by the Principal or his/her designee.***

B. **Sub-Section 2 – Department Chairs/Lead Teachers**

Effective September 1, 2019, the following Department Head positions are created:

1. ***Science & Technology;***

2. ***Math;***

¹ Proposed changes to existing contract language is depicted as follows: new language/insertions with ***bold italic*** font and deleted language with a ~~strike through~~ font.

3. *English;*
4. *History & World Language;*
5. *Wellness (Family Consumer Science, Physical Education and Health);*
6. *Visual Media & Performing Arts;*
7. *Guidance;*
8. *Special Education.*

The School Committee reserves its right, during the life of this contract, to review the organizational structure and make revisions consistent with its managerial rights, subject to its duty to provide the Federation with notice and the opportunity to demand impact bargaining.

Notes for the tentative agreement (not in CBA):

Nurses and school psychologists are considered district wide personnel and are not part of the above departments.

Job Descriptions for the above positions are attached at Exhibit A.

B. Amend Article II, Section B, sub-section 2 to read as follows:

2. **Department Chairs/Lead Teachers-Heads**

a.	Step	Salary
	1	\$3,000
	2	\$3,600
	3	\$4,200
	4	\$4,800

b. ~~Effective September, 1994, personnel shall advance a step (next higher than 1993-94 placement) and shall advance a step each September thereafter, if applicable. Members initially appointed as Department Heads shall be placed at Step 1 upon appointment and shall advance a step each September thereafter, if applicable. Any member reappointed to a Department Head position after a break in service of one (1) year or less shall return to his/her previous Step, and shall advance a Step each September thereafter, if applicable.~~

c. ~~High School teachers shall not be required to attend one (1) Department Head Meetings with their Department Head per month~~

not to exceed forty-five (45) minutes (hereinafter referred to as Department Head Meetings). Teacher attendance at Department Head meetings shall be in lieu of extra help sessions scheduled during the same work week. However, teachers shall not be required to attend Department Head meetings which run beyond forty-five (45) minutes or perform the duties of a Department Head without being compensated as such.

- d. Administrative time for Department ~~Chairs~~ **Heads** will be used for department work. *Department Heads may be assigned Flex/Advisory Time.*
- e. *The teaching load for Department ~~Chairs~~ Heads based at the high school will ~~teach~~ be reduced by one (1) block no more than ten blocks for the entire over the course of the school year. The remaining blocks ~~This time~~ will be spent doing departmental/district business. These blocks are based on the high school schedule and may have to be readjusted when a director/department chair is based at the elementary and/or middle schools. It is understood that this time is based on the current high school schedule and is subject to change.*
- f. It shall be noted that Department ~~Heads~~ **Chairs** and Lead Teachers will involve work beyond the hours specified in Article IV, Sections A and B of the contract. *Department Heads will meet with the High School Principal once per month, not to exceed one (1) hour.*
- g. Department Heads/~~Lead Teachers/High School and Middle School Guidance~~ will work an additional five (5) days per year at the discretion of the Superintendent or his/her designee. These five days will be in addition to the teacher work year. *The actual days of work will be determined by mutual agreement of the Department Head and the Principal or his/her designee, where possible.*
- h. The Superintendent may further reduce the teaching time of a Department Head/~~Lead Teacher~~ when the Superintendent warrants the need.

C. Sub-Section 3 – Work Study Supervisor

Delete in its entirety and move title and stipend to Appendix A-1, Co-Curricular Activity Stipends.

3. ~~Work Study Supervisor~~

The work study supervisor shall receive a yearly stipend of \$1,500.

D. Sub-Section 4 – Team Leader

Delete in its entirety:

~~4. Team Leader~~

~~Middle School Grade Leaders shall receive a stipend of \$2,500 per year.~~

E. Sub-Section 5 – Teacher Leader in Subject Area Committee

Delete in its entirety.

~~5. Teacher Leader in Subject Area Committee~~

~~Teacher Leaders (TL) shall receive a stipend of \$2,500.00 per year for work that is performed beyond the TL's regular work day and as set forth in the agreed upon job description.~~

4. Article II, Section C – Co-Curricular Activity

Amend to read as follows:

1. The amount of compensation as agreed upon by the parties is included in Appendix A-1 of the Agreement.
- 2.a. *The School Committee determines on an annual basis whether to run a particular co-curricular activity. This decision may be delegated to the Superintendent.*
- b. *The School Committee determines and approves the creation of any new co-curricular positions, upon the recommendation of the Superintendent. In the event a new co-curricular position is created, the Committee shall provide the Federation with notice and the opportunity to bargain. If any new positions arise, adjustment of compensation will be mutually agreed.*
3. All co-curricular positions in Appendix A-1 shall be posted annually in all buildings and copies of all postings shall be sent to the Federation President as they occur.
4. These stipends shall be paid in two equal installments during the school year, being the first payrolls in December and June.

5. **Article II, Section D – Substitute Teacher/Nurse Pay**

Amend to read as follows:

Regular Substitutes

~~Teacher substitutes will be paid at the rate of \$75 per day. In the event a substitute remains in the same teaching assignment for 20 or more consecutive days, the salary shall be \$100 per day.~~

Yearly Long-Term Substitutes

~~Substitutes hired for the entire year for no particular teaching assignment or to fill a particular position for more than twenty (20) days shall be considered members of the bargaining unit and compensated at \$75/day placed on the salary scale at Bachelors, Step 1.~~

Nurse Substitutes

~~Nurse substitutes will be paid at the rate of \$125 per day.~~

6. **Article II, Section E – Methods and Time of Salary Payment**

Amend to read as follows:

Salaries of regular employees shall be paid in twenty-six (26) or twenty-one (21) bi-weekly installments, starting with the first pay period of the school year. Employees who wish to change after initial notification must notify the Superintendent by July 1. If an employee leaves or dies during the school year, he/she or his/her estate shall be entitled to a prorated share based on his/her period of service in relation to the number of weeks schools are in session during the school year minus the compensation already paid. All weeks during which the schools are in session shall be considered as containing five (5) days each, notwithstanding holidays or no-school days. All staff will be required to enroll in the payroll direct deposit program offered by the District ~~by September 1, 2012.~~

7. **Article II, Section I – Teaching Before and/or After Established Work Year**

Amend to read as follows:

No employee shall be required to work before or after the work year. Employees volunteering for work in their positions on open projects approved by the Committee before and/or following the close of the established work year shall be compensated ~~at a pro-rate of annual salary~~ **as follows: effective September 1, 2019 at the rate of thirty dollars (\$30.00) per hour; effective September 1, 2021 at the rate of \$35.00 per hour; and effective September 1, 2022 at the rate of \$40.00 per hour.** Employees who are assigned to work during the summer in the District's special education programs shall be compensated as set forth at Appendix A-1. All

other voluntary programs shall be compensated at the rate established by the Committee. However, this will exclude the faculty meeting on the day before the opening of school.

8. **Article II, Section N (2) – Horizontal Movement on the Pay Scale**

Amend to read as follows:

2. It is required that courses which are to be submitted for credits receive approval from the building principal and then be forwarded to the Superintendent or his/her designee for final approval prior to being taken. Only those courses *taken at an accredited college or university and* which are reasonably related to the teacher's field of work/discipline shall be approved for purposes of movement on the pay scale. If the course is not approved, it cannot be used for credit towards a horizontal move on the pay scale. *In-service credits will not be recognized for purposes of movement on the pay scale.*

9. **Article II, Section R – Additional Teaching Time – Compensation**

Amend to read as follows:

Teachers who teach an additional class, classes, or block, *during the regular student day*, over the contracted requirement, shall be compensated based on their hourly rate of pay for the additional time teaching. ~~This shall not be confused with substitute teaching which is covered under Article II, Section D of this Agreement.~~

10. **Article IV, Section B – Teaching Load; Teaching Programs**

Implementation Notes for tentative agreement (not in CBA):

Develop a collaborative presentation for staff on the particulars of the new schedule and planned implementation.

2019-2020 – Develop and implement PD to assist with transition to new schedule.

2020-2021 – Implement New 6 Block Schedule at High School.

2020-2021 – Release Teachers from duties to facilitate transition to new schedule.

Amend Contract at Article IV, Section B to read as follows:

Definitions

“Teaching periods” are those periods in which the teacher is actively involved with the pupil in the act of teaching, and has participated in the planning of the instruction to be conducted.

"Home room classes" are those in which children assemble in the morning and other times during the day for administrative purposes.

"Administrative periods" are those periods during which the teacher is programmed for a regular activity other than teaching.

"Preparation periods" are those periods during which the teacher is not assigned to a regular programmed responsibility. It is understood that common planning time is an appropriate preparation period activity. Effective September 1, 2008, common planning time may be scheduled for up to one hour per week of preparation time. Preparation periods shall be distributed in each school on an equitable basis.

"Flex/Advisory Time" is an Administrative period of non-instructional time that does not require preparation and may be used for IEP meetings, 504 meetings, student advisory time, parent meetings, student break/snack/bathroom time, and student extra help, interventions, or other similar activities.

1. ***High School/Grades 9-12***

a. ~~A basic maximum of fifteen (15) teaching blocks per week. No teacher shall be assigned more than two subject preparations until all department members are assigned at least two. Third subject preparations shall be determined on a voluntary basis first. Teachers shall have four and one half (4.5) preparation blocks and one half (1/2) of an administrative block per week.~~

b. ~~For department chairs a maximum of the equivalent of fifteen (15) teaching blocks per week for one semester and ten (10) for one semester in a given year or the equivalent thereof and the equivalent of one half (1/2) of an administrative block.~~

e. ***Home Room Assignments***

(1) ~~In grades 9-12 homeroom assignments shall be according to an annual rotation policy. Teachers not always in the building shall be excluded from homeroom assignments. Department chairs shall also be excluded.~~

(2) ~~The Federation is willing to modify this section for the length of the contract by mutual agreement with the high school principal and the Federation representative only in the matters contained in the first sentence of said Article IV, Working Conditions, Section 1.c. pertaining to homeroom rotation policy. The section pertaining to the homeroom~~

~~assignments of certain teachers and department chairs shall remain in force as originally agreed upon.~~

- a. *No teacher shall be assigned more than three (3) different curricular preparations, unless by mutual agreement.*
- b. *Teachers will be provided with a daily preparation period equivalent to a teaching period. Weekly preparation time for each teacher shall be a minimum of 286 minutes per week, based upon a five (5) school day week.*
- c. *Flex/Advisory Time shall not count as a separate curricular preparation.*
- d. *Teachers may be assigned administrative periods at the discretion of the Principal.*
- e. *Teachers will be released from Administrative Duty three (3) weeks during one (1) quarter each year, as determined and scheduled by the Principal or his/her designee.*
- d-f. **Preparations**
 - (1) ~~Teachers shall~~ *may* be assigned to teach *up to twenty percent (20%) outside* in their area of certification.
 - (2) ~~The number of lesson preparations shall be kept at a minimum.~~
- e. **Examinations**

~~Final examinations will not be completed more than four (4) days before the close of school.~~

11. **Article IV, Section B.2.c-d – Middle School – Preparations**

Amend to read as follows:

- b. No teacher shall be assigned more than three (3) different subject *curricular* preparations, *unless by mutual agreement.*
- c. Weekly preparation time for each teacher shall be a minimum of 290 minutes per week, *based upon a five (5) school day week.*
- d. All preparation periods shall be ~~no less than thirty (30) consecutive minutes~~ *equivalent to a teaching period.*

12. **Article IV, Section F – Supervision**

Delete in its entirety:

~~All supervision shall be conducted in person by the supervisory personnel.~~

13. **Article IV, Section N – Parent Conferences**

Amend to read as follows:

Conferences with parents shall be conducted at the close of the school day or at other mutually convenient times by prior arrangement between the parent and the teacher *or during early release days as determined by the Superintendent or his/her designee.*

14. **Article IV, Section T – Professional Development Committee**

Delete in its entirety (no longer in operation):

~~A district-wide collaborative Professional Development Committee (PDC) will be established for the purpose of planning workshops, seminars, and in-service training activities. The PDC shall be comprised of two teachers per building selected by mutual agreement of the AFT building representatives and the building principal, one administrator from each level, and the Superintendent or his/her designee. The PDC shall identify offerings that satisfy both ongoing school department and employee needs. This provision shall in no way prevent the District from implementing its own professional development initiatives.~~

15. **Article IV, Section Y – High School Study Committee**

Delete in its entirety:

~~A Sub-Committee shall be created comprised of up to six (6) AFT members appointed by the AFT President and up to six (6) administrators appointed by the Superintendent to study and make recommendations relative to a new schedule at the High School to be implemented for the 2018-2019 school year. The Sub-Committee will report back to the negotiating parties on its work no later than June 1, 2017. Any changes to contract language will be subject to negotiation and ratification by the Parties. In the event that the High School Principal, with the approval of the Superintendent, is able to develop a new or different schedule that complies with all existing contract provisions, the District reserves its right to implement such a schedule, but will provide the Federation with reasonable advance notice of such change(s).~~

16. Article VI, Section 3 – Leaves of Absence – TB

Delete in its entirety (provision of MGL has been repealed):

~~Any employee in the Amesbury School Department excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more than two (2) years, and for such further additional period as he/she may be entitled to under the regulations of the Committee in accordance with Chapter 71, Section 55B, of the General Laws pertaining to education.~~

17. Article VI, Section F – General Leave

Amend to read as follows:

1. Leaves of absence, without pay, may be granted *by the Superintendent of School or his/her designee* on account of prolonged illness, needed rest, child rearing necessities of the home and allied reasons; or they may be granted to regular teachers or nurses who are not eligible for sabbatical leaves of absence for the purpose of professional improvement. *All requests for leave under this provision must be made in writing to the Superintendent of School or his/her designee.*
 - a. General leaves of absence ~~shall be granted for~~ *are limited to* no more than all or part of one school year. A general leave that begins after the start of a school year may be extended through the following school year *only* upon approval of the principal and the Superintendent.
 - b. The salary status of a regular employee on leave of absence without pay remains unchanged during the period of leave. No increments will be given for the year of absence.
2. Time off, without loss of pay, shall be granted for the observance of any required religious holiday for those employees who adhere to said religious faith.

18. Article XIV – Agency Service Fee

Delete in its entirety and renumber remaining Articles accordingly:

~~For any member of the bargaining unit who is not a member of the Federation, it shall be a condition of his/her continued employment during the life of this Agreement that said teacher shall pay to the Federation, on or after October 1, 2000 a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provisions of M.G.L. c. 150E, §12 and shall be transmitted directly to the treasurer of the Federation.~~

The Federation agrees to indemnify, defend and save the School Committee and the City of Amesbury harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Committee in reliance upon the aforesaid payroll deduction or authorization card submitted to the City under the provisions of M.G.L. c. 150E, §12 or for any action taken by the Committee to enforce the so-called Agency Service Fee.

19. Appendix A-1 – Co-Curricular Activity Stipends

Amend the following activities to read as follows:

	<u>9/1/2019</u>	<u>9/1/2020</u>
Camp Bourneedale Stipend (x3 days)	\$100 per day-night	\$125 per night
8 th Grade Trip Stipend (x5 days)	\$100/day-per night	\$125 per night

20. Appendix A-1 – Special Education Summer Work Stipends

Amend to read as follows:

All positions for Special Education (SPED) Summer Programs shall be posted annually in all buildings and, when possible, no later than May 1st. A copy of all postings shall be sent to the Federation President. Any member of the bargaining unit who wishes to work in SPED Summer Programs shall submit an application, in writing, to the Director of Special Education no later than June 1st. Qualified members of the bargaining unit shall be given preference over non-bargaining unit applicants when filling positions for the SPED Summer Programs. All successful applicants shall be notified, in writing, and no later than June 15th. Postings for SPED Summer Programs shall include the following:

- *Name of Summer Program*
- *Start Date of the Summer Program*
- *End Date of the Summer Program*
- *Projected Number of Hours of Work/Day*
- *Projected Number of Days of Work/Week*
- *Projected total Number of Hours of Work for the Summer Program*
- *Qualifications to Work in the Summer Program*
- *Hourly Rate of Pay for the Summer Program*

Special Education Summer Programs Summer Work Stipends					
Name	Hours	\$50/hr	Prep	\$50/hr	Total
Intensive Pre-K Teacher	45	\$2,250.00	9	\$450.00	\$2,700.00
Life Skills Teacher	36	\$1,800.00	7	\$350.00	\$2,150.00
Kindergarten Teacher	24	\$1,200.00	5	\$250.00	\$1,450.00
Academic Teacher	16	\$800.00	3	\$150.00	\$950.00
<i>Teachers</i>	<i>Shall be compensated at the rate of \$50.00 per hour for all pre-approved hours worked in the District Special Education Program. Teachers will be provided with one (1) hour of paid preparation time for every five (5) hours of teaching time in a given day. Preparation time will be pro-rated for teachers working less than five (5) hours a day.</i>				
OT, PT, Speech Therapists	Shall be paid at the rate of \$50.00 per hour for time worked as defined by the student's IEP, <i>Therapists working the summer program will be provided with plus-five (5) hours of paid prep time at the beginning of the summer program.</i>				
Nurse	Shall be paid at the rate of \$50.00 per hour for time worked as defined by the student's IEP, <i>plus Nurses working the summer program will be provided with five (5) hours of prep time at the beginning of the summer program.</i>				

21. **Article XVI and Appendix C – Educator Evaluation**

Insert the following as a second paragraph at Article XVI.

- *The Parties agree to create a joint subcommittee comprised of an equal number of AFT members appointed by the AFT President and administrators appointed by the Superintendent to study and make recommendations relative to a revised Educator Evaluation Process.*
- *The Subcommittee's recommendations will be brought forward to the negotiation teams by March 1, 2020.*
- *Any changes to the existing process will be subject to ratification by the Parties.*

22. Article II - Compensation

F. Approved Courses.

Amend the 4th sub-paragraph to read:

4. Tuition reimbursements of up to ~~\$750.00~~ **\$1,000.00** will be given for each approved three credit graduate course taken by a teacher, and each one (1) or two (2) credit course or combination thereof approved by the Superintendent that is taken by a teacher or nurse at a four (4) year college and earning a grade of "B" or better. The number of courses to be reimbursed may not exceed four (4) for any teacher during a given year, and the total amount reimbursed for the school system shall not exceed \$40,000.00 in a given year. *Effective September 1, 2021, this amount shall increase to \$45,000.00.*

P. Workshop Instruction.

Amend to read as follows:

Members of the bargaining unit who teach workshop sessions as part of the Professional Development Program in the City of Amesbury shall be compensated thirty dollars (\$30.00) per hour. *Effective September 1, 2021, this rate will increase to thirty-five dollars (\$35.00) per hour and effective September 1, 2022 to forty dollars (\$40.00) per hour.* This hourly rate shall also apply to the positions listed in Appendix A-1 as hourly positions. In addition, the District will compensate members of the bargaining unit for instruction of approved in-service graduate courses at the rate of \$900.00 per cred (1.5) hours. Such payment will be paid within thirty days of the submission of an invoice.

I. Hiring of Substitutes

Amend the 3rd sub-paragraph to read:

3. In emergency situations, when substitutes are unavailable, teachers required to teach during their preparation periods shall be compensated *as follows: effective and retroactive to September 1, 2019* at the hourly rate of ~~\$25.00~~ **\$30.00**; *effective September 1, 2021 at the hourly rate of \$35.00.* This rate is for all work by teachers and nurses done at the direction of the Superintendent or his/her designee for work over and above their daily duties.

23. **Appendix A-1 Co-Curricular Activities and Appendix A-2 Athletic Coach Stipends**

Insert the following as a new subparagraph 5 at Article II.C:

A subcommittee shall be created comprised of an equal number of AFT members appointed by the AFT President and administrators appointed by the Superintendent to study and make recommendations relative to the co-curricular and athletic coach stipends set forth at Appendices A-1 and A-2. The subcommittee will report back to the negotiating parties on its work no later than November 1, 2020. Any changes to the contract language will be subject to negotiation and ratification by the Parties.

24. **Article IX – Federation Privileges and Responsibilities**

A. Amend paragraph G to read:

G. Information

The Committee shall make available to the Federation, upon its reasonable and specific request in writing, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. *The Committee agrees to provide the Union President or his/her designee with the following information, in writing, on all members of the bargaining unit no later than October 1st of each school year, and for newly hired employees within ten (10) work days of their date of hire: name, job title, department, current work location/building assignment, home telephone number, cell phone number, home address, and personal (non-work) e-mail, if on file.*

The Federation shall make available to the Committee, upon its reasonable and specific request in writing, available information, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

25. **Article 1 – Federation Recognition, Jurisdiction, and Definitions**

A. Amend Paragraph A to read, *with the understanding that the parties will negotiate over the working conditions of the newly added positions:*

A. Federation Recognition

The Committee recognizes the AFT Amesbury, Local 1033, AFT Massachusetts as the exclusive bargaining representative for all personnel engaged in teaching in the Amesbury School Department as defined as bargaining Unit B in the document of recognition of AFT Massachusetts by the Massachusetts Labor Relations Commission and all regularly employed full and part-time nurses, *licensed Physical Therapists, Occupational Therapists, and Speech Language Pathologists* employed by the

Committee excluding all confidential and managerial employees and all other employees.

- B. Amend Paragraph B to read, *with the understanding that the parties will negotiate over the working conditions of the newly added positions:*

B. Jurisdiction

The jurisdiction of the Union shall include all *Teachers, and Nurses, Physical Therapists, Occupational Therapists, and Speech Language Pathologists.*

26. Article II – Compensation

Amend Paragraph F to add a new sub-paragraph F5 to read:

5. *Tuition reimbursements, up to the limits specified above, will also be given for approved courses taken by a core academic teacher seeking to obtain his/her Sheltered English Immersion (SEI) Teacher endorsement.*

27. Article IV – Working Conditions

- A. Amend Paragraph A.1.a to read:

- a. The work year shall be 185 days. 181 of these days shall be days school is in session for students. One (1) day shall be the day before school starts for students. Three (3) of these days will be used as workshops *to provide professional development opportunities* for employees. *Workshops shall not be used for parent-teacher conferences.* These workshop days will be of six (6) hour duration, with a thirty (30) minute duty free lunch.

- B. Amend Paragraph B.2.e to read:

- e. ~~Activity Curriculum Enrichment~~ periods are ~~these Administrative~~ periods in which a teacher is scheduled to be involved with the pupil usually outside the area of the teacher's certification *provide individual students with various types of informal academic support.* ~~Activity Curriculum Enrichment~~ periods shall not count as a separate subject preparation, *and shall be managed as follows:-*

- *The first half (approximately 29 minutes) of CE Periods will be dedicated to targeted interventions to students as needed, and to deliver the Second Step curriculum. The parties agree to explore additional ways to effectively deliver the Second Step curriculum which eliminates the use of CE Periods.*

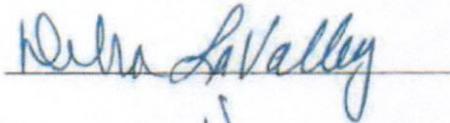
- **The second half (approximately 29 minutes) of CE Periods will be dedicated to teacher-assisted student support.**

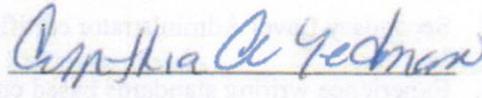
This Memorandum of Agreement is subject to ratification by the Committee and the AFT. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

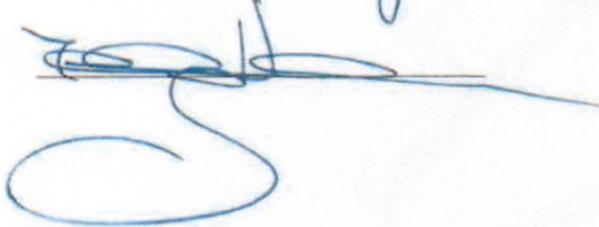
Signed in duplicate this day of October, 2019.

AMESBURY SCHOOL COMMITTEE

AFT AMESBURY







President AFT Mt. Amherst
Local # 1033 10/29/19

**Department Head
Job Description**

TITLE: Department Head

QUALIFICATIONS:

1. Massachusetts certification as teacher.
2. Master's Degree.

Preferred:

1. At least five (5) years teaching experience at the secondary level.
2. Secondary Level Administrator certification.
3. Experience writing standards based curriculum.
4. SEI endorsement as a teacher.

REPORTS TO: High School Principal

PERFORMANCE RESPONSIBILITIES:

1. Ensure that the curriculum is up-to-date, delivered, and in line with state and national frameworks.
2. Provide the impetus, guidance, and oversight for curriculum revision and addition including the incorporation of the Common Core, College and Career Readiness (CCR), and Social-Emotional Learning (SEL).
3. Oversee the implementation of new initiatives, curriculum, and technology at the department level.
4. Provide principal with departmental information that needs to be communicated out to parents/community (ex. upcoming event, highlights of student work, etc.)
5. Manage departmentally related activities which might include such things as:
 - Working with administration and guidance to brainstorm, create, and decide upon the schedules for students and teachers and paraprofessionals (as appropriate).
 - Handling departmental budgeting and inventories.
 - Conducting department meetings where information is communicated to and from administration.
 - Communicating departmental opportunities (PDP's, conference, etc.)

- Provide input for the planning of in-house Professional Development.
 - Serving as the stop-gap/go between with parents, students, teachers, and administration when it comes to such issues as cheating, plagiarism, and day-to-day issues and concerns.
 - Organizing departmental awards (protocols and presentations).
 - Organizing school, state mandated testing reviews (WAT, MCAS, PARCC, etc.), and NEASC work.
 - Overseeing Common Planning Time
 - Assisting with the screening and hiring of personnel within the designated area.
 - Attend all meetings called by the principal or designee (which may include after school hours).
 - Attend content related evening academic events.
6. Up to 5 mutually agreed upon additional days
 7. Other departmental needs as deemed appropriate by the principal.

TERMS OF EMPLOYMENT:

Salary, work year and working conditions as outlined in the contract and school committee policy.

EVALUATION:

Performance of this job will be evaluated annually in accordance with provisions of the Amesbury Educator Evaluation System

TITLE: Guidance Department Head

QUALIFICATIONS:

1. Massachusetts certification as teacher.
2. Master's Degree.

Preferred:

1. At least five (5) years teaching experience at the secondary level.
2. Secondary Level Administrator certification.

REPORTS TO: High School Principal

PERFORMANCE RESPONSIBILITIES:

1. Assist with creating the master schedule and all associated tasks.
2. Work with the assistant principal to evaluate and update the Program of Studies annually.
3. Organize and run various parent and/or student information nights.
4. Visit and explore pathway opportunities and play a key role in the development of pathways at AHS.
5. Create, maintain, and enhance community and college partnerships.
6. Assist students with planning to become College and Career Ready (i.e. Credit for Life).
7. Assist in the execution/facilitation of 504 plans.
8. Oversee online course programming (both recovery and enhancement).
9. Assist with the development of Stepdown, Re-entry, and Safety plans as well as any associated programs.
10. Assist with the coordination of guidance services between the Middle and High Schools.
11. Remain current in terms of practice and procedures regarding college admissions.
12. Oversee distribution of guidance tasks within the guidance department (i.e. PSAT, AP Testing, Naviance, NCAA Clearinghouse, SBIRT).
13. Work with the principal and other groups with regards to scholarships.
14. Provide principal with departmental information that needs to be communicated out to parents/community (ex. upcoming event, highlights of student work, etc.)

15. Up to 5 mutually agreed upon additional days in addition to the five extra days embedded in the counselor position
16. Other departmental needs as deemed appropriate by the principal.

TERMS OF EMPLOYMENT:

Salary, work year and working conditions as outlined in the contract and school committee policy.

EVALUATION:

Performance of this job will be evaluated annually in accordance with provisions of the Amesbury Educator Evaluation System.

DRAFT

1.2. If the employee is unable to perform the essential duties of the position in the absence of the principal, the employee shall be deemed to be on leave without pay.

1.3. The principal shall have the authority to determine the employee's status during the absence.

TERMS OF EMPLOYMENT

The terms and conditions of employment are outlined in the contract and school policies.

NOTICE

Employment of this job will be terminated if necessary in accordance with provisions in the Nevada Education Code (NAC 392.010).

MEMORANDUM OF UNDERSTANDING

**AMESBURY SCHOOL COMMITTEE
AND
AFT AMESBURY, LOCAL 1033
Paraprofessionals and Tutors**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Amesbury School Committee (hereinafter, the "Committee") and the AFT Amesbury, Paraprofessionals and Tutors Unit (hereinafter, the "AFT").

WHEREAS, the Committee and the AFT entered into a collective bargaining agreement for the period September 1, 2016 through and including August 31, 2019; and

WHEREAS, the duly-authorized representatives of the Committee and the duly authorized representatives of the AFT have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Committee and the AFT have, subject to ratification by the membership of the Committee and the AFT, agreed to a successor agreement for the period of September 1, 2019 through and including August 31, 2020;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. Prior Agreement and Duration:

The Collective Bargaining Agreement in effect for the period September 1, 2016 through and including August 31, 2019, shall be in full force and effect for the period September 1, 2019 through and including August 31, 2020, except as modified by this **MEMORANDUM OF AGREEMENT**.

The changes set forth herein are effective September 1, 2019 unless otherwise specified.

2. Wages:

Increase the salary schedule appearing at Appendix A as follows:

Effective and retroactive to September 1, 2019:	0.5%;
Effective the 91 st day of the 2019-2020 school year:	1.5%.

3. Article III, Section J – Agency Fee

Delete in its entirety.¹

~~For any member of the bargaining unit who is not a member of the Federation, it shall be a condition of his/her continued employment during the life of this Agreement that said member shall pay to the Federation, on or after October 1, 2002 a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provisions of M.G.L. c. 150E, §12 and shall be transmitted directly to the treasurer of the Federation.~~

~~The Federation agrees to indemnify, defend and save the School Committee and the City of Amesbury harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Committee in reliance upon the aforesaid payroll deduction or authorization card submitted to the City under the provisions of M.G.L. c. 150E, §12 or for any action taken by the Committee to enforce the so-called Agency Service Fee.~~

4. Article VII, Section A (3) – Sick Leave

Delete in its entirety:

~~Any employee excluded or removed from employment on account of tuberculosis in a communicable state may utilize available sick leave.~~

5. Article VII, Section E (3) – Personal Leave

Amend to read as follows:

Personal Leave will not be granted on the day or successive days immediately preceding or immediately following a holiday or vacation period or on a Monday or Friday separated from a holiday or vacation period by a weekend. Exceptions may be granted at the discretion of the Superintendent and shall not be unreasonably denied. *Employees requesting an exception under this provision must do so at least ten (10) school days prior to the requested leave date.* Personal Leave will not be granted for recreation, vacations, job interviews, private enterprises or political functions. Employees do not have to specify a reason for Personal Leave.

¹ Proposed changes to existing contract language is depicted as follows: new language/insertions with *bold italic* font and deleted language with a ~~strike~~through-font.

6. **Article IX, Section C – Work Year**

Amend to read as follows:

It is accepted and acknowledged by the parties that there are no uniform weekly hours for employees. Employees shall work the weekly hours as specified by their appointment. Notwithstanding, the general work year for Paraprofessionals *and Tutors* shall ~~mirror the school year, which currently is 182 days. Of the 182 day work year, 181 days shall be with for~~ students *and one (1) day shall be for Professional Development.* The work year for Tutors shall be 182 days. ~~Of the 182 day work year, 181 shall be with students and one (1) day shall be for purposes of preparation. Of the 181 student days, five (5) shall be early release, or half, days for employees.~~

The Committee reserves the right to determine on a yearly basis whether to decrease the student year to 180 days. In such event, the Committee shall designate how and when the 181st day shall be used, i.e. professional development or other training, meeting time, assessment review, or to provide educational services to students.

7. **Article IX, Section G – Hepatitis Shot**

Delete in its entirety:

~~Hepatitis Shots shall be offered to all members of the bargaining unit on an annual basis. Those members who choose not to participate when the shots are offered by the School Department and who then wish to obtain such inoculation, shall do so through their own physician and submit the claim for payment through their insurance company. In the event that the claim is rejected by the insurance company, a request for reimbursement may be made to the Superintendent's office.~~

8. **Article IX, Section N (2) – ID Badges**

Amend to read as follows:

At the start of each school year, the Committee shall provide ~~two (2)~~ one (1) identification badges for each employee. One badge will be provided to the employee and the second badge will be kept in the Building Principal's office and made available to the employee in the event s/he has forgotten, lost or misplaced his/her originally issued badge. In the event an employee requires a replacement badge, the first replacement badge will be provided by the Employer at no cost to the employee. Thereafter, the employee will be responsible for the cost of any replacement badge.

9. **Article III. Section G – Union Privileges and Responsibilities**

Amend to read as follows:

G. Information

The Committee shall make available to the Federation, upon its reasonable and specific request in writing, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. *The Committee agrees to provide the Union President or his/her designee with the following information, in writing, on all members of the bargaining unit no later than October 1st of each school year, and for newly hired employees within ten (10) work days of their date of hire: name, job title, department, current work location/building assignment, home telephone number, cell phone number, home address, and personal (non-work) e-mail, if on file.*

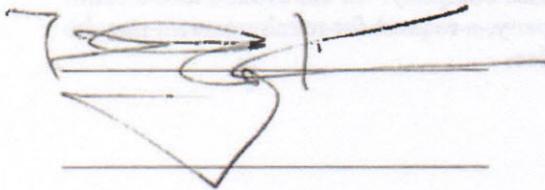
The Federation shall make available to the Committee, upon its reasonable and specific request in writing, available information, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

This Memorandum of Agreement is subject to ratification by the Committee and the AFT. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 30th day of November, 2019.

AMESBURY SCHOOL COMMITTEE

AFT AMESBURY



Cynthia C. Yedman
President AFT Amesbury

MEMORANDUM OF UNDERSTANDING
AMESBURY SCHOOL COMMITTEE
AND
AFT AMESBURY
LOCAL 1033, AFT MASSACHUSETTS, AFL-CIO
FACILITIES & MAINTENANCE UNIT

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Amesbury School Committee (hereinafter, the "Committee") and the AFT Amesbury, Facilities and Maintenance Unit (hereinafter, the "AFT").

WHEREAS, the Committee and the AFT entered into a collective bargaining agreement for the period July 1, 2016 through and including June 30, 2019; and

WHEREAS, the duly-authorized representatives of the Committee and the duly authorized representatives of the AFT have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Committee and the AFT have, subject to ratification by the membership of the Committee and the AFT, agreed to two (2) successor agreements: one for the period of July 1, 2019 through and including June 30, 2020, followed by a subsequent successor agreement for the period of July 1, 2020 through and including June 30, 2023;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. Prior Agreement and Duration:

- A. The Collective Bargaining Agreement in effect for the period July 1, 2016 through and including June 30, 2019, shall be in full force and effect for the period July 1, 2019 through and including June 30, 2020, except as modified by this **MEMORANDUM OF AGREEMENT**.
- B. The Collective Bargaining Agreement in effect for the period of July 1, 2019 through and including June 30, 2020 shall be in full force and effect for the period of July 1, 2020 through and including June 30, 2023 except as modified by this **MEMORANDUM OF AGREEMENT**.
- C. The changes set forth herein are effective July 1, 2019 unless otherwise specified.

D. The Parties agree to integrate the changes set forth herein into a single merged Collective Bargaining Agreement consisting of the 2019-2020 and 2020-2023 Agreements.

2. Wages:

2019-2020 Agreement

Increase the salary schedule appearing at Appendix A as follows:

Effective and retroactive to
July 1, 2019: 0.5%;

Effective January 1, 2020: 1.5%.

2020-2023 Agreement

Increase the salary schedule appearing at Appendix A as follows:

Effective July 1, 2020: 2%;

Effective July 1, 2021: 2%;

Effective July 1, 2022: 2%;

Effective January 1, 2023: 0.5%

3. Article IV, Section D (2) – ID Badges

Amend to read as follows:¹

*At the start of each school year, the Committee shall provide ~~two (2)~~ **one (1)** identification badges for each employee. ~~One badge will be provided to the employee and the second badge will be kept in the Building Principal's office and made available to the employee in the event s/he has forgotten, lost or misplaced his/her originally issued badge. In the event an employee requires a replacement badge, the first replacement badge will be provided by the Employer at no cost to the employee. Thereafter, the employee will be responsible for the cost of any replacement badge.~~*

¹ Proposed changes to existing contract language is depicted as follows: new language/insertions with **bold italic** font and deleted language with a ~~strike through~~-font.

4. **Article VI, Section A (3) – Tuberculosis**

Delete in its entirety:

~~Any multi purpose facility technician and maintenance employee in the Amesbury School Department excluded or removed from employment on account of Tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more than two (2) years, and for such further additional period as he/she may be entitled to under the regulations of the Committee in accordance with Chapter 71, Section 55B, of the General Laws pertaining to education.~~

5. **Article VI, Section E (3) – Personal Leave**

Amend to read as follows:

Personal Leave will not be granted on the day or successive days immediately preceding or immediately following a holiday or vacation period or on a Monday or Friday separated from a holiday or vacation period by a weekend. Exceptions may be granted at the discretion of the Superintendent and shall not be unreasonably denied. *Employees requesting an exception under this provision must do so at least ten (10) school days prior to the requested leave date.* Personal Leave will not be granted for recreation, vacations, job interviews, private enterprises or political functions. Employees do not have to specify a reason for Personal Leave.

6. **Article XIII, Section A – Work Week**

Amend to read as follows:

The normal hours of work for multi-purpose facility technicians shall be eight hours per day, five consecutive days, Monday through Friday, inclusive, between the hours of 6:00 a.m. and 6:00 p.m., and 2:00 p.m. through 11:30 p.m. with one-half hour for lunch.

The normal hours of work for maintenance personnel shall be eight hours per day, five consecutive days, Monday through Friday, inclusive, from 7:00 a.m. to 4:00 p.m. with one hour for lunch. With one week's notice to the employee, the superintendent of schools have the option to change working hours between the hours of 6:00 a.m. and 6:00 p.m. if in the interest of the school department.

During vacation periods the five consecutive days will be worked between 7:00 a.m. and 6:00 p.m.

In the event of a snow storm or other exigent circumstances, a maintenance employee's work hours may be adjusted temporarily by the Superintendent or his/her designee. When the snowstorm or other exigent circumstances pass, the employee's work schedule will revert back.

7. **Article XIII, Section B – Overtime**

Amend the sections set forth below to read as follows:

1. *Except in an emergency, all overtime work must be authorized by the Superintendent or his/her designee prior to being worked. Except for a ten minute leeway period after the ending of a shift, all time worked in excess of eight hours in any one day or forty hours in any one regularly scheduled five-day work week shall be paid at time and one half.*

4. *Overtime assignments will first be offered to bargaining unit members. In the event that there are insufficient volunteers to fill overtime assignments, then employees may be required to work. In the event that after mandated overtime has been ordered, there are still insufficient employees available to fill the overtime needs of the District, then a substitute from outside the unit may be assigned by management. No member of the bargaining unit shall be required to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period unless by mutual agreement, and consent of the employee.*

8. **Article XVI – Agency Service Fee**

Delete in its entirety.

~~For any member of the bargaining unit who is not a member of the Federation, it shall be a condition of his/her continued employment during the life of this Agreement that said member shall pay to the Federation, on or after October 1, 2002 a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provisions of M.G.L. c. 150E, §12 and shall be transmitted directly to the treasurer of the Federation.~~

~~The Federation agrees to indemnify, defend and save the School Committee and the City of Amesbury harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Committee in reliance upon the aforesaid payroll deduction or authorization card submitted to the City under the provisions of M.G.L. c. 150E, §12 or for any action taken by the Committee to enforce the so-called Agency Service Fee.~~

9. **New Provision – Valid Massachusetts Driver’s License**

Employees driving a school owned vehicle must provide proof of a valid driver’s license and ability to operate a motor vehicle in Massachusetts, upon request.

10. **Evaluation**

New Provision:

Employees will be evaluated annually using the instrument attached hereto at Appendix C.

11. **Article XIII, Section D – Vacations**

Amend the last sentence in the 1st sub-paragraph to read:

*Vacations may, however, be taken during vacation periods **or at other times** during the school year with the approval of the **building principal or his/her designee and the Director of Facilities and Maintenance the Superintendent or his/her designee.***

12. **Article XV – Uniforms**

Amend to read:

All multi-purpose facility technicians and maintenance employees must wear school department approved uniforms at all times when working while school is in session. This applies equally to those employees who work shifts when students are not in the building (i.e., second shift). The uniform shall consist of *a zippered hooded sweatshirt, a pullover sweatshirt or a vest*, a shirt, and dark pants. Shorts may be worn by all bargaining unit members from the closure of school in June until the first teacher day of the school year. Jeans of any type shall not be acceptable. The style of the *sweatshirts, vest, shirt and pants* shall be decided upon by the employer, only after accepting input from the Union president. Each year, the employer shall provide *one (1) zippered hooded sweatshirt, one (1) pullover sweatshirt or one (1) vest, and ~~five-three (3)~~ new shirts or ~~three (3)~~ two (2) pair of pants* to each employee, at the discretion of the employee. The employer further agrees to replace an employee’s *hooded sweatshirt, pullover sweatshirt or vest, shirt, and pants* if such *hooded sweatshirt, pullover sweatshirt or vest, shirt, and pants* is destroyed during the course of the employee’s work.

Effective July 1, 2019, the employer will reimburse each employee up to one-hundred dollars (\$100.00) annually to purchase work appropriate shoes/boots. Said reimbursement shall be paid promptly upon receipt of receipts to the Facilities Director.

13. **Article IX. Section G – Union Privileges and Responsibilities**

Amend to read:

G. Information

The Committee shall make available to the Federation, upon its reasonable and specific request in writing, available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. *The Committee agrees to provide the Union President or his/her designee with the following information, in writing, on all members of the bargaining unit no later than October 1st of each school year, and for newly hired employees within ten (10) work days of their date of hire: name, job title, department, current work location/building assignment, home telephone number, cell phone number, home address, and personal (non-work) e-mail, if on file.*

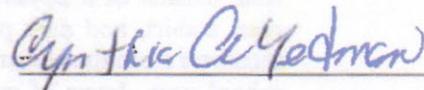
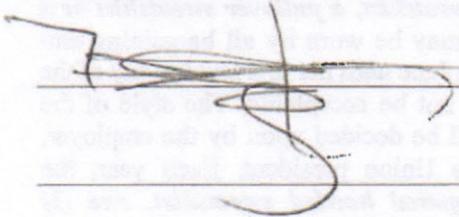
The Federation shall make available to the Committee, upon its reasonable and specific request in writing, available information, statistics and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

This Memorandum of Agreement is subject to ratification by the Committee and the AFT. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 30th day of November, 2019.

AMESBURY SCHOOL COMMITTEE

AFT AMESBURY



President AFT Amesbury