

DRAFT MoA
MEMORANDUM OF AGREEMENT
BETWEEN
ACTON-BOXBOROUGH REGIONAL SCHOOL COMMITTEE
and
ACTON BOXBOROUGH EDUCATION ASSOCIATION
(2023-2026)

WHEREAS, the Collective Bargaining Agreement between the Acton-Boxborough Regional School Committee (the “School Committee”) and the Acton Boxborough Education Association (the “Association”), is scheduled to expire on June 30, 2023, and

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

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

1. Preparation Periods

6.3 Edit as follows:

- a) Elementary School: ~~At least four~~ One 45-minute preparation periods, ~~not necessarily of equal length, for a total of 175-195 minutes per week except for half-day kindergarten teachers, who will have a total of 90 minutes of preparation time per week~~ per day. If 45 minutes each day cannot be scheduled, 45 minutes of early release day afternoons shall be reserved for teacher preparation time to ensure the equivalent of a daily preparation period.

Up to ten preparation periods per year may be utilized for grade-level data meetings. Data meetings will be scheduled in advance as far as possible in accordance with the district’s assessment calendar. Up to 6 preparation periods per year may be utilized for professional learning on early release afternoons. No more than one preparation period per week may be lost to either of these purposes.

Edit the final paragraph as follows:

The elementary schools will have an early release dismissal of students one day per week in accordance with the following guidelines:

~~Six of these days will be used for fall and spring conferences and year end progress reports~~ At least ten of these days will be used for collaborative team time for all elementary educators.

At least eight days will be used for collaborative team time for classroom teachers and department meetings for non-classroom teachers. An effort will be made to schedule collaborative team time during weeks when daily preparation periods are being utilized as grade-level data meetings.

At least ~~seven~~ eight of these days will be used for building based professional learning.

Teachers will schedule a fall and spring conference for each students' parent/guardian. At least six early release days will be allocated for these conferences and end of year work. ~~The remaining~~

At least six early release days will be used for district-wide ~~grade level meetings or~~ professional learning.

Teachers will work on early release days until the normal end of the school day, unless otherwise agreed upon by the Committee and the ABEA in order to allow teachers adequate travel time.

Up to four of the building based professional learning meetings may extend 30 minutes beyond the normal end of the school day.

6.14 Edit as follows:

- b) ~~One day of each month or ten~~ Eight days per school year – Curriculum Meetings or Departmental Meetings.

2. Special Educator Preparation Time

6.3 Add the following:

- e) Special education service providers will be given a 30-minute block per week to be used for the student evaluation process.

3. Elementary School Duties

- 6.3 Amend the opening paragraph as follows:

The workday of ~~classroom~~ teachers will begin at the most thirty minutes before the starting time of the schools. Teachers may leave school at student dismissal time once students have been dismissed from their classrooms unless detained by such commitments as staff meetings, detention, bus duty, or extra help. *At the elementary level, before and after school duties will be assigned equitably amongst teachers at each building.*

The starting and dismissal times of each school are subject to modifications by the School Committee, provided, however, that no such modification will increase the length of the teacher's workday. *Teachers whose classes are not scheduled the full school year (such as classes with seniors) may be assigned to cover other classes during those weeks.*

4. Elementary Specialist Workload

- 6.6 Add the following and renumber:

- b) *A full time teaching load for an elementary specialist shall consist of no more than twenty-four instructional periods of approximately 45 minutes each.*

5. Special Educator Workload

- 6.12 Add the following and renumber:

If a special educator, guidance counselor, psychologist, speech/language pathologist, or other service provider (collectively "special educator" for the purposes of this provision) believes that their workload is excessive, they may request a meeting with their Principal and an Association representative. In the event that the Principal determines based on the evidence and information provided by the special educator that the special educator's workload is excessive, they will discuss options to address the special educator's workload. The Principal may offer such options as: temporary relief from non-teaching duties, release time during the work day, and/or professional assistance to complete mandated requirements.

6. Librarians

6.16 Add the following and renumber:

When feasible, there will be a certified librarian in every school.

7. Evening Obligations

6.18 Edit as follows and renumber:

- a. All teachers shall be required to attend Back to School Night and one other night at the Principal's discretion. The second night could include Kindergarten night, curriculum night, or parent information sessions. If a teacher must miss back to school night due to extraordinary circumstances, they must request permission from the principal as far in advance as possible. If approved, their Principal will determine alternative methods to connect with families.
- ~~b. Elementary teachers will be required to attend one other evening obligation in addition to Back to School Night. either Kindergarten night or one other alternate~~
- c. Junior High teachers may be required to attend one evening conference as well as two afternoon conference days scheduled on early release days. ~~Any~~The Junior High conference night will end by 9:00 pm. Junior High teachers will be given release time for evening conferences in the form of an early release or late start before or after evening conferences.
- d. If Back to School Night, parent conferences, or any other evening obligation is held entirely virtually, teachers will be permitted to participate in that virtual evening event from outside the school building if they so choose.

8. ABEA Release Time

5.7 Label the existing language "a)" and add the following:

- b. In recognition of the significant time during and after school required of Association leaders, the ABEA President is eligible to take up to three (3) additional professional days every year. Additionally, each member of the Professional Rights and Responsibilities (PR&R) Committee is eligible to take up to two (2) additional professional days every year. These additional professional days shall be funded by the Association, subject to the same restrictions as regular personal days, and will not roll over into sick days.

9. Family and Medical Leave

5.9.1 Parental Leave

Employees who have worked for the district for at least three months may take up to ~~eight~~ **twelve** weeks of **unpaid** leave for the purpose of ~~giving birth or for the~~ **bonding with a child during the first twelve months after the birth or** placement through adoption of a child under the age of 18, or under the age of 23 if the child is physically or mentally disabled pursuant to the terms and conditions of **the Family Medical Leave Act** or the Massachusetts Parental Leave Act, under the terms and conditions of Chapter 149 Section 105D of the Massachusetts General Laws. **Two additional days of paid personal leave will be granted for this purpose. A portion of the 12 week leave may be paid using the employee's accumulated sick days** ~~may be used~~ subject to the following limits:

- ~~A. The birth parent may use accumulated sick days up to eight calendar weeks from the day that the baby is born. If the employee does not have enough sick days, unpaid days may be used.~~
- ~~B. The non-birth parent may take a total of up to ten days using a combination of sick and personal days. Two additional personal days will be granted for this purpose to be used as part of the ten days.~~
- ~~C. An adoptive parent may use accumulated sick days for up to eight weeks from the day the child is placed in the home of the adoptive parent.~~
- A. A birth or adoptive parent may use up to eight weeks of accumulated sick days from the day that the child is born or placed in the home.
- B. A non-birth parent may use up to four weeks of accumulated sick days within twelve weeks from the day a child is born. Effective July 1, 2024, a non-birth parent may use up to six weeks of accumulated sick days. Effective July 1, 2025, a non-birth parent may use up to eight weeks of accumulated sick days.
- ~~D. C.~~ C. An employee who runs out of accumulated sick days will move into unpaid status.
- ~~E. D.~~ D. If the employee qualifies for the Family Medical Leave Act (FMLA), a birth, adoptive, or non-birth parent may extend the leave outlined above as unpaid leave for up to twelve (12) school weeks (which would include the period of leave under the Parental Leave Act). If an employee takes leave under this Section in circumstances where FMLA leave could also be taken, the two leaves shall run concurrently, rather than one after the other. If the employee qualifies for health insurance, the health insurance shall be maintained at the employee rate during the twelve week leave.
- ~~F. E.~~ E. Employees in unpaid leaves of absence that continue beyond the approved FMLA leaves may continue group insurance coverage as provided by the Committee to members of the bargaining unit by paying the full premium cost.

DELETE THE FOLLOWING:

~~5.9.5 Spousal/Partner Leave~~

~~A teacher whose spouse or partner has given birth shall be granted two additional days of paid personal leave which may be combined with up to eight (8) sick or personal days for a total of ten (10) days of spousal leave to be used within twelve (12) weeks of the birth. A request for spousal leave must be made in writing at least two (2) weeks before the anticipated date of birth.~~

RENUMBER THE FOLLOWING:

5.9.6 5. Adoption Leave

Adoptive parents shall be entitled to utilize up to ten (10) days of paid leave for adoption related travel, court appearances, appointments with social workers or adoption agencies or attendance at other meetings or processes required in connection with the adoption of a child. Adoptive parents shall provide two (2) weeks notice of the intent to utilize paid leave under this section where practicable. Said leave shall be extended to the partner of an adoptive parent.

10. Moving Classrooms

8.6 Edit as follows:

Teachers who have a dedicated classroom or office and are involuntarily transferred or reassigned a room shall receive compensation for packing and unpacking materials according to the following table: ~~Any teacher who is involuntarily transferred or reassigned room assignment shall be entitled to compensation of \$200 for packing up and unpacking their classroom or work space. For purposes of this provision, "classroom teachers" shall include teachers and other professional staff who have an assigned room, such as an art or music teacher.~~

Pre-K - 6 Classroom Teacher and Curriculum Coordinator	\$400
K-12 Caseload Educator	\$300
Jr. High Classroom Teacher and High School Teacher with a Science Lab	\$300
High School Teacher with Dedicated Classroom	\$200

Educator in Office	\$200
--------------------	-------

AtWith the joint agreement discretion of a building principals and teacher, an alternative assignment day could be furnished as substitute compensation..

11. Substitute Teachers

Replace 16.2 with the following:

- a) Teachers shall be entitled to a coverage stipend of 1/1500 of Bachelor's Step 1 per period in the following cases:
 - i) At the secondary level, when regular substitutes are not available and a teacher voluntarily agrees to serve as a substitute for a period during their non-teaching time
 - ii) At the secondary level, when a teacher spends all or most of their only daily prep period or all or most of their lunch period attending a special education meeting
 - iii) At the elementary level, when a teacher spends all or most of their prep period or lunch/recess period attending a special education meeting
 - iv) At the elementary level, when a teacher misses a prep period due to coverage or supervisory needs
- b) Teachers who teach an additional class continuously for more than three weeks shall be paid 1/915 of Master's Step 3 for each day that school is in session and the teacher is at school. Such teachers shall provide planning, assess students, and report student progress as needed during this class coverage.
- c) Caseload Educators who have an IEP meeting during their prep period or lunch will make an attempt to modify their schedule to allow for lunch or prep at another time of the day. If a Caseload Educator is unable to do that, they will work with their Principal to look for solutions. If there is no other option but to attend meetings during lunch or prep periods such that at the end of a given month, said Caseload Educator has not received the minimum prep time outlined in the contract, their Principal will offer compensatory release time or submit up to six periods per month for compensation at the rate described in 16.2a.

d) For the sake of clerical convenience, each school year the per period compensation rate described in 16.2a shall be rounded down to the nearest whole dollar amount.

12. Professional Learning

17.2 Add the following and renumber:

b) A minimum of three classes per year shall be offered by the district, broadly applicable to all teachers, that will provide the ability to gain salary credits.

13. CEU Reimbursement

17.3 Amend as follows:

~~It is expected that a nurse~~ Certified staff who are required to maintain professional certifications granted by licensing bodies other than the Massachusetts Department of Elementary and Secondary Education shall complete the minimum number of ~~Registered Nurse~~ Continuing Education Units as prescribed by the ~~Commonwealth Board of Nurse Examiners or other~~ competent authority. The Committee will pay for the fees and tuition for such units which are taken with the advance approval of the Superintendent ~~or designee~~. Such approval shall not be unreasonably withheld, unless the budget therefore has been expended. An individual ~~nurse~~ may receive reimbursement up to ~~\$600~~~~\$1200~~ ~~maximum~~ per year. Such reimbursement shall be received ~~by the nurse~~ within two months after receipt of the transcript by the Superintendent.

14. Summer Work

15. Schedule A and Schedule B Cost of Living Increase

FY '24 1.75%

FY '25 2.75%

FY '26 2.75%

16. Schedule B and Housekeeping

The student activity budget will be increased each year by the percentage increase negotiated for schedule B activities. The administration will work with the ABEA to

review stipend amounts and to determine which clubs and activities are funded, and any that may be removed. Clubs will not be funded in the first year.

The ABEA and administration will review the contract and agree to housekeeping changes and language improvements that do not otherwise affect the benefits outlined in the contract.

DRAFT MoA

THIS AGREEMENT is subject to ratification by the Acton-Boxborough Regional School Committee and by the Acton Boxborough Education Association.

THIS AGREEMENT has been duly executed by the authorized representatives of the Acton-Boxborough Regional School Committee and by the Acton Boxborough Education Association.

**ACTON-BOXBOROUGH REGIONAL
SCHOOL COMMITTEE
Negotiating Team**

**ACTON BOXBOROUGH
EDUCATION ASSOCIATION
Negotiating Team**

Kyra Cook, ABRSC Chair

Mike Balulescu, President

Amy Krishnamurthy, Negotiations Subcommittee

Marc Lewis, Negotiations Chair

Liz Fowlks, Negotiations Subcommittee