

**Memorandum of Agreement
Essex North Shore Agricultural & Technical School District and
Hathorne Teachers Federation, Local 1269, AFT**

OFF THE RECORD DOCUMENT

This Memorandum of Agreement reflects an OFF THE RECORD agreement reached by the negotiating representatives of the School Committee and the Union. Both parties departed from their "on the record" bargaining positions in order to reach a mutually beneficial arrangement. In the event that this agreement fails ratification by either party, the proposals leading to the understandings expressed in this memorandum shall be deemed to be withdrawn, and both parties shall be free to return to their "on the record" bargaining positions. Should the attached document be ratified by both parties, it will become an "on the record" collective bargaining agreement between the parties and may be treated as such for all purposes.

Essex North Shore Agricultural & Technical School District and the Hathorne Teachers Federation, Local 1269, American Federation of Teachers, hereby agree to a new one-year contract to be in effect from July 1, 2022 to June 30, 2023 (affecting salary scale cost of living increases only), and a new three-year contract to be in effect from July 1, 2023 through June 30, 2026. Except as otherwise specifically agreed by the parties, the changes herein will have prospective effect.

1. Article 3: SALARIES

- a. **One-year agreement:** Revise the pay scales in Appendix A to reflect a 3% increase effective FY23. All steps and columns for FY23 will be paid effective the start of the 2022-2023 school year.
- b. **Three-year agreement:** Revise pay scales in Appendix A to reflect increases of FY24: 3%; FY25: 3%; FY26: 3%.
- c. **Effective FY24, stipends schedules in Appendix B will be revised in accordance with the attached schedule. Effective the start of the school year all stipends in Appendix B will be increased as follows: 2023-24, 1%; 2024-25, 1%; 2025-26, 1%.**
- d. **Effective FY25, a new step 14 will be added to the salary schedule at 2.5% above the next lower step.**
- e. **Employees employed as of the ratification of this agreement who continue employment through January 31, 2025 be paid a one-time retention bonus of three hundred seventy-five dollars (\$375.00).**
- f. **Revise Article 3, Section K to read (effective FY24):**
K. Other Rates of Compensation. The hourly rate unless otherwise specified shall be \$50.00. Tutoring shall be paid at the rate of \$60 per hour. Morning supervisory duties outside the contracted day shall be compensated at \$25.00 per day.

- g. **Effective FY25, pay columns will be revised to reflect the educational levels set forth in amendments to Article 12 below. The parties agree that teachers will not be reduced in column based upon these changes; however, further column movement will be constrained by the revised column headings. For FY25 only, employees affected by the changes in column headings on the CVTE scale may advance 2 columns in FY25 provided all other requirements of the contract are met and a request to move, accompanied by adequate supporting evidence of eligibility, is received by December 15, 2023.**

- h. **Revise the longevity scale in Article 3, Section I to read:**

Completed Years of Service	Annual Longevity Compensation
15-19	\$1,000.00
20-24	\$1,250.00
25+	\$1,750.00

- i. **Add a new Section L to Article 3 to read:**

L. NBCSN Certificate. A nurse will be paid a one-time bonus of \$400 for possessing a valid certificate of National Board Certification for School Nurses.

- j. **Add a new Section M to Article 3 to read (Effective FY23, 1 Year Agreement):**

M. Lead Teachers. The District may assign Lead Teachers to oversee certain instructional departments pursuant to a job description developed by the District. A teacher assigned as Lead to oversee more than one department will receive only one stipend. The District retains sole discretion over whether Lead teachers are assigned and if so how many are assigned. The Lead teacher stipend is set forth in the schedule at Appendix B.

2. Article 4: GRIEVANCE PROCEDURE

Revise Article 4, Section E paragraph 3 to read:

Step 3: Within 10 days of the answer at Step 2, or within 10 days of the date the answer was due, the Union may file the next step grievance seeking School Committee review. The grievance shall be filed with the School Committee at the District's main office, to be reviewed by the Committee at the next available meeting. The School Committee shall determine whether it will hear the grievance and if so, a hearing shall be held at which the Union shall present the grievance. Within 20 days of the hearing, the School Committee will respond to the grievance. If the School Committee chooses not to hear the grievance the District shall notify the Union in writing, including its rationale for not hearing the grievance, and that shall constitute the Step 3 response for the purpose of further appeals.

3. Article 5: LENGTH OF SCHOOL DAY AND YEAR

In accordance with the schedule change MOA, revise Article 5, Section B1 to read:

1. Teachers shall report to their assigned area each day at 7:40 a.m. and the student day shall begin at 7:45 a.m. The student day shall end at 2:30 p.m. Teachers will be present until 2:45 p.m. (provided their professional responsibilities are complete) on days when they do not have specific responsibilities as provided in this Agreement.

2. Article 6: TEACHING

a. Revise Article 6, Section C, paragraph 1 to read (remaining paragraphs unchanged):

1. The workday shall consist of six (6) periods. All academic teachers and career and technical education ("CTE") staff shall have at least one period of preparatory time daily on average over the course of a 10-day cycle.
 - a. Of the twelve (12) time periods available (i.e., 6 per day over a two-week cycle), academic teachers will be scheduled to teach nine (9) periods. This will typically provide one week during which the teacher teaches five (5) out of six (6) periods each day, and the other week during which the teacher teaches four (4) out of six (6) periods per day. (Note: CVTE teachers will continue to have one (1) prep period per day).
 - b. For academic teachers, the above schedule will provide one preparation period per day across both weeks of the two-week cycle, plus five (5) additional unassigned periods, typically falling in the same week. The parties agree for the purposes of this schedule that two (2) of the five (5) additional periods will be assigned at the discretion of the District as "duty periods" to activities which may include duties, coverages, supervision, and meetings, etc. The other three (3) unassigned periods will be provided to teachers as preparation periods, with one (1) of these three (3) periods to be used for collaborative planning.

b. Revise Article 6, by adding a new Section F to read:

F. Academic Teacher Workload

1. A scheduling committee comprising equal numbers of Employer and Union designees shall meet prior to each school year to explore options to ensure equity in class sizes and student loads. The scheduling committee shall meet throughout the school year as necessary. The committee shall be advisory, and all staffing and scheduling determinations shall be made by the District.
2. The District will make efforts to keep the student load per academic teacher at or below 175 students. Academic teachers with student loads above 175 will receive the schedule accommodations below during the 2-week A/B cycle based on student load. "Duty" refers to the "duty periods" referenced in Article 6, Section C1b.
 - a. 176-185 students: 1 Duty converted to preparation period.
 - b. 186-199 students: 2 Duties converted to preparation periods.
 - c. 200+ students: 2 Duties converted to preparation periods and a stipend of \$1,000 added to the annual salary.

3. Article 8: SICK LEAVE

Revise Article 8, Section B to read:

B. Teachers shall be allowed the above sick days for illness in the teachers' family. Family illness shall apply only with respect to spouse, children, parents of the teachers or the teacher's spouse, or person for whom the teacher is primarily responsible (e.g., health care proxy).

4. Article 9: OTHER LEAVES

Revise Article 9, Section G to read:

Employees who miss work due to required military leave shall be made whole for any lost wages, up to six (6) school days per year and suffer no loss of accrued time. Military Leave will be provided in accordance with applicable state and federal laws. Employees who are obligated to perform reserve training will use their best efforts to have such training scheduled during the summer months, or at such times as will cause the least disruption to the school. Employees who receive orders to active duty or for training are required to provide copies of those orders to the District within five (5) school days.

5. Article 10: INSURANCE

Revise Article 10, Section B to read:

B. Dental insurance will be made available to eligible employees, provided that employees pay premium costs in their entirety.

6. Article 12: PROFESSIONAL IMPROVEMENT

a. Revise Article 12 Sections A and B to read:

A. A teacher shall advance from column to column on the Salary Schedule, Appendix A, by obtaining an appropriate number of course credits from an accredited institution of higher education. For vocational teachers, undergraduate credits may be used to satisfy the V+15 column, however all credits beyond the Bachelor level must be graduate credits.

B. Horizontal movement on the Salary Schedule is limited to one column per year. Such movement is only available after attaining the appropriate license for vocational teachers (indicated below and in the salary scale column headings), Initial license for academic teachers and the Initial License for nurses, librarians, guidance counselors and adjustment counselors. Approval of courses toward column movement may be granted only by the Superintendent-Director and must be secured in advance.

Credits earned as part of a degree program in a specialty field being taught by the teacher, in education with concentration in a specialty field taught by the teacher, or in vocational education, will be given automatic approval toward column movement.

The columns on the pay scale shall have the following requirements based upon whether the Teacher is an Academic or CTE/Vocational teacher.

Column	Academic	CVTE/Vocational
1	Bachelor's Degree	Vocational preliminary license
2	Bachelor +15 credits	Voc prelim + 15 credits
3	Master's degree	Vocational Professional License
4	Master's +15 credits	Vocational Professional License + (either 30 credits or Associate's Degree)
5	Master's +30 or 2 Master's degrees	Vocational Professional License + (either 60 credits or an Associate's Degree + 30 credits)
6	Master's + 45 credits or CAGS	Vocational Professional License + Bachelor's Degree
7	Master's +60 credits or Doctorate	Vocational Professional License + Masters Degree

7. Article 14: FEDERATION RIGHTS

a. Revise Article 14, by adding a new Section H to read:

H. New Hire Orientation. The Union in collaboration with the Principal or designee shall schedule 30-minute union orientation meetings as appropriate during the workday for new hires. All bargaining unit employees hired since the previous orientation meeting, and a minimum of one (1) union designee, shall be released from work responsibilities, if any, to attend the orientation meeting.

b. Revise Article 14, by adding a new Section I to read:

I. Hiring Committees. If a hiring committee is utilized for the hiring of a faculty position, the District will invite the participation of at least (1) union designee on the committee. The Employer shall provide the Union President with reasonable notice of the formation of hiring committees. The failure of the Union to designate a committee member shall not prevent the hiring process from moving forward.

8. Withdrawal of contract related grievances and unfair labor practice charges.

Upon ratification of this agreement by all parties the union will take all necessary steps to withdraw with prejudice the following matters:

- a. Pending grievance arbitration AAA# 01-22-0004-8661
- b. DLR charge MUP-23-9923

9. Housekeeping Changes.

Correct grammatical and typographical errors and delete obsolete language at the time of integration of the agreement.

The parties hereto execute this Agreement subject to the terms and conditions stated above, and subject to ratification and funding as outlined by M.G.L. c. 150E.

HATHORNE TEACHERS FEDERATION,
LOCAL 1269, AFT

DocuSigned by:

Debra O'Reilly

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[Handwritten signatures: Debra O'Reilly, Anna Blay, Robert Smith, Robert Smith]

Date: 5/4/2023

ESSEX NORTH SHORE
AGRICULTURAL & TECHNICAL
SCHOOL DISTRICT

DocuSigned by:

Mark Strout

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[Handwritten signatures: Mark Strout, James Blay, James Blay, James Blay]

Date: 5/4/2023

**APPENDIX A
PAY SCALES
One Year Contract 7/1/2022 to 6/30/2023**

FY 2023	B	B+15	B+30	B+45	B+60	B+75	B+90
3%	V	VP	V+45	VB	VB12	VB24	VB36
Step	1	2	3	4	5	6	7
1	55,057	56,612	58,166	59,721	61,275	62,834	64,395
2	56,465	58,063	59,656	61,253	62,846	64,440	66,037
3	57,914	59,547	61,187	62,819	64,458	66,095	67,733
4	59,399	61,078	62,757	64,435	66,114	67,792	69,467
5	62,757	64,435	66,114	67,792	69,469	71,149	72,825
6	66,114	67,792	69,469	71,149	72,828	74,506	76,187
7	69,469	71,149	72,828	74,506	76,182	77,860	79,542
8	72,828	74,506	76,182	77,860	79,538	81,216	82,897
9	76,182	77,860	79,538	81,216	82,897	84,575	86,253
10	79,538	81,216	82,897	84,575	86,252	87,930	89,608
11	82,897	84,575	86,252	87,930	89,608	91,289	92,968
12	86,252	87,930	89,608	91,289	92,967	94,646	96,327
13	90,304	92,049	93,796	95,543	97,286	99,033	100,783

**APPENDIX A
PAY SCALES
Three Year Contract 7/1/2023 to 6/30/2026**

FY 2024	B	B+15	B+30	B+45	B+60	B+75	B+90
3%	V	VP	V+45	VB	VB12	VB24	VB36
Step	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
1	56,708	58,310	59,911	61,513	63,113	64,719	66,326
2	58,159	59,805	61,445	63,091	64,732	66,373	68,019
3	59,651	61,334	63,023	64,703	66,392	68,078	69,765
4	61,181	62,910	64,640	66,368	68,097	69,825	71,551
5	64,640	66,368	68,097	69,825	71,553	73,284	75,010
6	68,097	69,825	71,553	73,284	75,013	76,741	78,473
7	71,553	73,284	75,013	76,741	78,467	80,196	81,928
8	75,013	76,741	78,467	80,196	81,924	83,652	85,384
9	78,467	80,196	81,924	83,652	85,384	87,113	88,841
10	81,924	83,652	85,384	87,113	88,840	90,568	92,296
11	85,384	87,113	88,840	90,568	92,296	94,028	95,757
12	88,840	90,568	92,296	94,028	95,756	97,485	99,216
13	93,013	94,811	96,610	98,409	100,204	102,004	103,807

FY 2025	B	B + 15	Masters	M + 15	M + 30 or 2 M	M + 45 or CAGS	M + 60 Dr
3%	VPrel	VPrel + 15	VPL	VPL + (30 or AS)	VPL + (60 or AS+30)	VPL + B	VPL + M
Step	1	2	3	4	5	6	7
1	58,410	60,060	61,708	63,358	65,006	66,661	68,316
2	59,903	61,599	63,289	64,983	66,674	68,364	70,059
3	61,441	63,174	64,913	66,644	68,384	70,120	71,858
4	63,016	64,798	66,579	68,359	70,140	71,920	73,698
5	66,579	68,359	70,140	71,920	73,700	75,482	77,260
6	70,140	71,920	73,700	75,482	77,263	79,044	80,827
7	73,700	75,482	77,263	79,044	80,821	82,601	84,386
8	77,263	79,044	80,821	82,601	84,381	86,162	87,946
9	80,821	82,601	84,381	86,162	87,946	89,726	91,506
10	84,381	86,162	87,946	89,726	91,505	93,285	95,065
11	87,946	89,726	91,505	93,285	95,065	96,848	98,630
12	91,505	93,285	95,065	96,848	98,628	100,410	102,193
13	95,804	97,655	99,508	101,361	103,210	105,065	106,921
14	98,199	100,096	101,996	103,895	105,791	107,691	109,594

FY 2026	B	B + 15	Masters	M + 15	M + 30 or 2 M	M + 45 or CAGS	M + 60 Dr
3%	VPrel	VPrel + 15	VPL	VPL + (30 or AS)	VPL + (60 or AS+30)	VPL + B	VPL + M
Step	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
1	60,162	61,861	63,560	65,259	66,957	68,661	70,366
2	61,700	63,447	65,187	66,933	68,674	70,415	72,161
3	63,284	65,069	66,861	68,644	70,435	72,224	74,013
4	64,907	66,742	68,576	70,410	72,244	74,078	75,909
5	68,576	70,410	72,244	74,078	75,911	77,747	79,578
6	72,244	74,078	75,911	77,747	79,581	81,415	83,252
7	75,911	77,747	79,581	81,415	83,246	85,079	86,917
8	79,581	81,415	83,246	85,079	86,913	88,746	90,584
9	83,246	85,079	86,913	88,746	90,584	92,418	94,251
10	86,913	88,746	90,584	92,418	94,250	96,084	97,917
11	90,584	92,418	94,250	96,084	97,917	99,754	101,588
12	94,250	96,084	97,917	99,754	101,587	103,422	105,259
13	98,678	100,584	102,493	104,402	106,307	108,217	110,129
14	101,145	103,099	105,056	107,012	108,964	110,922	112,882

**APPENDIX B
STIPENDS FOR ADDITIONAL DUTIES**

Activity	# of Positions	FY23	FY24	FY25	FY26
Co-Curricular					
Debate Club	1	\$1,571	\$1,587	\$1,603	\$1,619
DECA	Up to 3	\$3,121	\$3,152	\$3,184	\$3,216
Environmental Action Club Advisor	1	\$1,571	\$1,587	\$1,603	\$1,619
Equestrian Club Advisor - Drill Team	2	\$1,571	\$1,587	\$1,603	\$1,619
Equestrian Club Advisor - Beginner	1	\$1,571	\$1,587	\$1,603	\$1,619
FFA Advisor	up to 3	\$3,121	\$3,152	\$3,184	\$3,216
FFA CDE Advisors	up to 22	\$416	\$420	\$424	\$429
Goat Club Advisor	up to 2	\$364	\$755	\$770	\$786
Lead Teacher		\$2,500	\$2,525	\$2,550	\$2,575
Literary Magazine Advisor	1	\$1,571	\$1,587	\$1,603	\$1,619
Livestock Showing Advisor	1	\$362	\$1,587	\$1,603	\$1,619
Math Team Coach	1	\$1,571	\$1,587	\$1,603	\$1,619
National Honor & Technical Honor Society	1	\$1,571	\$1,587	\$1,603	\$1,619
Science Team Coach	1	\$1,571	\$1,587	\$1,603	\$1,619
SkillsUSA Advisor	up to 3	\$3,121	\$3,152	\$3,184	\$3,216
SkillsUSA Coaches	up to 22	\$416	\$420	\$424	\$429
Video Game Club Advisor	1	\$1,571	\$1,587	\$1,603	\$1,619
Weightlifting Club Advisor	1	\$1,571	\$1,587	\$1,603	\$1,619
Extracurricular					
Freshman Class Advisor	up to 2	\$1,040	\$1,050	\$1,061	\$1,072
Sophomore Class Advisor	up to 2	\$1,301	\$1,314	\$1,327	\$1,340
Junior Class Advisor	up to 2	\$1,561	\$1,577	\$1,592	\$1,608
Senior Class Advisor	up to 2	\$2,601	\$2,627	\$2,653	\$2,680
Cru	1	\$1,571	\$1,587	\$1,603	\$1,619
GSA Advisor	1	\$1,571	\$1,587	\$1,603	\$1,619
Key Club Advisor	1	\$1,571	\$1,587	\$1,603	\$1,619
Model UN	1	\$1,571	\$1,587	\$1,603	\$1,619
Political Action Club	1	\$1,571	\$1,587	\$1,603	\$1,619
Ski and Snowboard Club	1	\$1,571	\$1,587	\$1,603	\$1,619
Student Mentor Advisor	1	\$1,571	\$1,587	\$1,603	\$1,619
UACT Club	1	\$1,571	\$1,587	\$1,603	\$1,619

Yearbook	up to 2	\$2,081	\$2,102	\$2,123	\$2,144
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Performing Arts					
Art Club	1	\$1,571	\$1,587	\$1,603	\$1,619
Assistant Drama Coach	1	\$3,523	\$3,558	\$3,594	\$3,630
Dance Club	1	\$1,571	\$1,587	\$1,603	\$1,619
Drama Coach	1	\$5,269	\$5,322	\$5,375	\$5,429
Film Club	1	\$1,571	\$1,587	\$1,603	\$1,619
Music Club Advisor	1	\$1,571	\$1,587	\$1,603	\$1,619
Snapshot Photography Club Advisor	1	\$1,571	\$1,587	\$1,603	\$1,619
Chorus Advisor	1	\$1,571	\$1,587	\$1,603	\$1,619

Athletics	# of Positions	FY23	FY24	FY25	FY26
Fall Sports					
Cheerleading - Varsity	1	\$6,680	\$6,747	\$6,814	\$6,882
Cross Country - Varsity	1	\$6,680	\$6,747	\$6,814	\$6,882
Field Hockey - Varsity			\$6,747	\$6,814	\$6,882
Football - Varsity	1	\$10,547	\$10,652	\$10,759	\$10,867
Golf - Varsity	1	\$5,341	\$5,394	\$5,448	\$5,503
Soccer (boys & girls) - Varsity	2	\$6,680	\$6,747	\$6,814	\$6,882
Volleyball (girls) - Varsity	1	\$6,680	\$6,747	\$6,814	\$6,882
Cheerleading - JV	1	\$4,203	\$4,245	\$4,287	\$4,330
Football - Assistant Coach (V/JV/Fr)	5	\$5,287	\$5,340	\$5,393	\$5,447
Football - Assistant Head (V/JV/Fr)	1	\$5,927	\$5,986	\$6,046	\$6,107
Golf - JV	1	\$4,319	\$4,362	\$4,406	\$4,450
Soccer (boys & girls) - JV	2	\$4,319	\$4,362	\$4,406	\$4,450
Volleyball (girls) - JV	1	\$4,319	\$4,362	\$4,406	\$4,450
Volleyball (girls) - Freshman	1	\$4,203	\$4,245	\$4,287	\$4,330
Cross Country - Assistant Head	1	\$2,985	\$3,015	\$3,045	\$3,075
Field Hockey - Assistant Head	1	\$3,199	\$3,231	\$3,263	\$3,296
Winter Athletics					
Basketball (boys & girls) - Varsity	2	\$6,680	\$6,747	\$6,814	\$6,882
Cheerleading - Varsity	1	\$4,319	\$4,362	\$4,406	\$4,450
Gymnastics - Varsity	1	\$5,341	\$5,394	\$5,448	\$5,503
Hockey (boys) - Varsity	1	\$6,680	\$6,747	\$6,814	\$6,882

Indoor Track (boys & girls) - Varsity	2	\$6,680	\$6,747	\$6,814	\$6,882
Wrestling - Varsity	1	\$6,680	\$6,747	\$6,814	\$6,882
Basketball (boys & girls) - JV	2	\$4,319	\$4,362	\$4,406	\$4,450
Hockey - JV	1	\$4,319	\$4,362	\$4,406	\$4,450
Indoor Track (boys & girls) - JV	2	\$4,319	\$4,362	\$4,406	\$4,450
Basketball (boys & girls) - Freshman	2	\$4,203	\$4,245	\$4,287	\$4,330
Gymnastics - Assistant Head	1	\$2,986	\$3,016	\$3,046	\$3,076
Hockey - Assistant Head	1	\$2,986	\$3,016	\$3,046	\$3,076
Swimming - Assistant Head	1	\$2,986	\$3,016	\$3,046	\$3,076
Wrestling - Assistant Head	1	\$2,986	\$3,016	\$3,046	\$3,076
Spring Athletics					
Baseball - Varsity	1	\$6,680	\$6,747	\$6,814	\$6,882
Lacrosse (boys & girls) - Varsity	2	\$6,680	\$6,747	\$6,814	\$6,882
Softball - Varsity	1	\$6,680	\$6,747	\$6,814	\$6,882
Track and Field (boys & girls) - Varsity	2	\$6,680	\$6,747	\$6,814	\$6,882
Volleyball (boys) - Varsity	1	\$6,680	\$6,747	\$6,814	\$6,882
Baseball - JV	1	\$4,319	\$4,362	\$4,406	\$4,450
Lacrosse (boys & girls) - JV	2	\$4,319	\$4,362	\$4,406	\$4,450
Softball - JV	1	\$4,319	\$4,362	\$4,406	\$4,450
Track and Field (boys & girls) - JV	2	\$4,319	\$4,362	\$4,406	\$4,450
Volleyball (boys) - JV	1	\$4,319	\$4,362	\$4,406	\$4,450
Baseball - Freshman	1	\$4,203	\$4,245	\$4,287	\$4,330
Softball - Freshman	1	\$4,203	\$4,245	\$4,287	\$4,330
Lacrosse - Asst. Head (boys & girls)	2		\$3016	\$3046	\$3076
Spring Track & Field Assistant Head (boys & girls)	2		\$3016	\$3046	\$3076
Athletic Trainer	1	\$27,534	\$27,809	\$28,087	\$28,368