

**Memorandum of Agreement
Between the
Everett School Committee
And the
Everett Teachers Association,
Unit B
June 29, 2022**

1. ARTICLE 1, RECOGNITION

- a. Delete “submasters” and “curriculum analyst”

2. ARTICLE 6, SALARIES

- a. Section 2: Effective on the first day of the 2021-2022 administrator work year, all salary items shall be increased by 3% (retroactively paid)
- b. Section 3: Effective on the first day of the 2022-2023 administrator work year, all salary items shall be increased by 2%
- c. Section 4: Effective on the first day of the 2023-2024 administrator work year, all salary items shall be increased by 2%
- d. Eliminate Section 5: “The foregoing percentage increases shall be applicable to all Administrators who are either currently working the 226 day schedule or who agree to begin working that schedule.”
- e. Section 7
 - i. Update longevity scale to reflect MOU from 2018
 - ii. Change to say, “Administrators must request a change in years of service (every 5 years) in writing to the Superintendent or their designee.”
- f. Section 8
 - i. Change 3rd sentence to say: “Any Administrator who retires after June 30 and before the issuance of the first paycheck in July of any given year shall receive his/her longevity allowance in their final paycheck. In the event of the death of an Administrator after June 30th of any year, his/her longevity allowance shall be paid in their final paycheck.”

3. ARTICLE 7, SICK LEAVE

- a. Section 1: Replace “Accumulated up to a maximum of one hundred five (135) days at the start of any school year” to one hundred eighty four days (184).
- b. Section 3: Change School Committee to Superintendent here and in the rest of the articles as per Ed Reform.
- c. Section 4: Replace references to “Jewish” with “religious”
- d. Section 6: Replace Section 6 with:

“The Everett School Committee agrees to abide by all of the provisions of the Massachusetts Parental Leave Act, the Small Necessities Act and the Federal Family Medical Leave Act.

Parental leave allows female or male teachers who have been employed for at least three (3) consecutive months up to twelve (12) weeks of leave after the birth of a child; the adoption of a child under the age of 18; adoption of a child under the age of 23 if the child is mentally or physically disabled; and placement of a child up to age 18 with the teacher per court order, subject to the following conditions and limitations:

- Administrators seeking parental leave must provide at least 2 weeks’ written notice to the Superintendent or designee of the anticipated date of departure and the administrator’s intention to return; unless the delay of notice is for reasons beyond the administrator’s control.
- Administrators who give birth may use their accrued paid sick time in order to receive pay during this leave, if they wish to do so, excepting that if the birth occurs during a period of time that school is not in session, then it shall commence with the first work day that school is in session. After the Administrator has used all eligible leave time, any remaining time of parental leave shall be unpaid.
- Parental leave will run concurrently with FMLA leave.
- An Administrator granted a parental leave of absence under this policy shall, upon return to service after said leave, be restored to their previous, or a similar position with the same status, pay, length of service credit and seniority as the teacher had on the date of commencement of the leave of absence. An Administrator does not accrue longevity credit, credit for placement on the salary schedule, or seniority for any period during which the teacher is on unpaid leave of absence. If other Administrator of equal length of service and status, serving in the same or similar position, have been terminated from service because of changes in the operation of the school system affecting employment of staff of the same type during the period of such parental leave of absence, the Administrator not be entitled to be restored to their previous position.
- Administrators with at least (12) months of service in the District may take Parental leave of absence without pay of up to one(1) year will be granted to Administrators.
- The Administrator will provide the Superintendent or designee

with at least two (2) weeks written notice of this leave and their anticipated date of return. Administrators do not accrue longevity credit, credit for placement on the salary schedule, or seniority for any period during which the teacher is on an unpaid leave of absence.

- Parent leave will not affect a teacher's right to receive entitled benefits for which they were eligible at the date of the leave; provided, however, that such leave shall not be included, when applicable, in the computation of such benefits.
- Return from leave shall be on the first day of the school year unless mutually agreed to by the Administrator and the Superintendent.
- In the case when both parents are employed by the Everett Public Schools, only one (1) parent shall be entitled to an unpaid child leave pursuant to this Article. Unless otherwise mutually agreed to by the Administrator and the Superintendent, an Administrator who has taken a child rearing leave pursuant to this Article must work one full school year before being eligible to take another unpaid leave.
- An Administrator may not engage in remunerative employment inconsistent with the purpose of this leave. "Inconsistent" shall be defined as more than half time employment outside the home."

4. ARTICLE 8, PERSONAL LEAVE

- a. Change to the same language as other units

5. ARTICLE 15, WORK DAYS & WORK YEAR

- a. Section 1: Change to "All Unit B members will be entitled to 22 vacation days as approved by their direct supervisor."
- b. Section 2: Change to "The work day of all members of the bargaining unit shall be from 7:00 a.m. to 3:30 p.m.. In summer from July 1 to two weeks prior to the first day that teachers report to school, the work day shall be 7:00a.m.-3:00 p.m."

6. ARTICLE 17: VACANCIES

- a. Delete entire article
- b. Replace with, "Whenever a vacancy occurs in a position covered by this agreement, it will be publicized on the EPS website."

7. ARTICLE 20, ADMINISTRATOR EVALUATION

- a. Add to the first sentence: "or the Superintendent's designee."

8. ARTICLE 22, GRIEVANCE AND ARBITRATION PROCEDURE

- a. Delete that entire article and change to what is in teacher's contract

9. ARTICLE 23, MISCELLANEOUS

- a. Delete Section 1: “Administrators will be consulted in the preparation of the annual school calendar.”
- b. Delete Section 3: “The Association will be provided with copies of the approved minutes of all official Committee meetings. A copy of the official agenda of all such meetings and any attached documents will be given to the Association at least two full calendar days prior to the said meeting, where possible, exclusive of any and all material for an executive session. This means all administrators will get a copy of School Committee agenda.”
- c. Delete Section 5: “The School Committee shall provide the Association with sufficient advance notice of any proposed consolidation of schools or departments or of any proposed reorganization of the Everett Public School System or any part thereof that will have an actual or potential impact upon the scope of the Association's bargaining unit or upon their respective duties and responsibilities so as to enable the Association to engage in meaningful discussions on that impact with the School Committee's representatives before any final decision is reached. In the event that any reduction in the size of the bargaining unit does result from any such consolidation or reorganization, the applicable provisions of law will be adhered to.”
- d. Delete Section 6: “The Administrators shall work with the Superintendent in providing professional development for teachers. Administrators who participate in any workshop, committee or similar activity with teachers for which the participating teachers are compensated at the tutoring rate shall be compensated at the same tutoring rate as the teachers for all time spent in connection with any such workshop, committee or similar activity.”
- e. Delete Section 7: “All Administrators will be provided each year with up-to-date copies of all collective bargaining agreements covering the employees over whom they have supervisory responsibility.”

10. ARTICLE 25, DURATION

- a. Change the dates to *July 1, 2021 until June 30, 2024*.