

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
MANCHESTER-ESSEX TEACHERS ASSISTANTS' UNION
AND THE
MANCHESTER-ESSEX REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE

The Manchester-Essex Teachers Association proposes that the Collective Bargaining Agreement (CBA) between the Manchester-Essex Teachers Assistants' Union, so-called "Unit B", (the Association) and the Manchester-Essex Regional School District School Committee (the Committee), be in effect from September 1, 2024, through August 31, 2027, and be as detailed below.

Preamble

Recognizing that the purpose of the Manchester Essex Regional School District is to provide education of the highest possible quality for the students of Manchester-by-the-Sea and Essex and that equitable treatment, a workplace conducive to the maintenance of good morale, and a high respect for the staff are essential to the achievement of that purpose, we the undersigned parties to this Contract hereby agree that:

The Manchester Essex Regional School District School Committee (hereinafter the "Committee") is a public body established under and with duties, powers, responsibilities, and rights provided by the General Laws of Massachusetts and the applicable rules and regulations of administrative agencies issued under such laws.

The Superintendent of Schools for the District is the executive officer of the school system and, as such, administers and directs the operation of the Manchester Essex Regional School District (hereinafter the "District") in accordance with the policies of the Committee.

The Teaching Assistants of the District share with the Committee and the administration responsibility for providing students of the District with an education of the highest possible quality consistent with the policies of the Committee. Because of their direct contact with school children, the Teaching Assistants have a major role in implementing current policies and in recommending revisions wherever appropriate.

Fulfillment of these responsibilities is to be facilitated and supported by negotiations utilizing discussions and exchanges of information between the Committee and its administration and the representatives of the staff defined in Article I Recognition which result in agreements reduced to writing and contained herein relating to wages, hours, and other conditions of employment. Nothing herein shall be construed so as to restrict the free exchange of views and information regarding educational policy.

ARTICLE 1 – Recognition

- 1.1 For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any other questions arising thereunder, the Manchester-Essex Regional School District School Committee (MERSDSC) recognizes the Manchester-Essex Teachers Assistants' Union as the sole and exclusive bargaining representative, as provided by Chapter 150E of the General Laws of the Commonwealth of

Massachusetts, for all Teachers Assistants and Registered Behavior Technicians (also known as Education Support Professionals (“ESPs”), paraprofessionals, and paraeducators) employed by the Committee.

ARTICLE 2 – Rights of School District

- 2.1 Except where a specific provision or an express term of this Agreement clearly provides otherwise, the Committee retains the exclusive right to manage its business and to determine the methods and means by which the schools shall be operated.

As the legislative body charged with the efficient and economical operation of the Manchester Essex Regional School District, it is acknowledged that the Committee has the final responsibility of establishing the educational policies of the Manchester Essex Regional School District.

The exercise of such responsibility by the School Committee shall be at the sole discretion of the School Committee and shall not be subject to grievance, arbitration or other review, except as specifically provided by an express term of this Agreement.

ARTICLE 3 – Negotiation Procedure

- 3.1 The Committee agrees to enter into negotiations with the Association for a successor agreement. Should the parties agree to Interest-Based Bargaining (IBB), training will begin no later than October 15 preceding the expiration date. If the parties choose not to utilize IBB, negotiations for a successor agreement should commence no later than November 1 preceding the expiration date. In either case, the parties agree to negotiate with a goal of concluding negotiations in advance of the annual town meetings in Manchester and Essex.

“Negotiations” shall be defined as, but not limited to, a good faith effort by the School Committee and the Association to reach a written understanding relative to unit employees’ wages, hours, and other conditions of employment, whether or not covered by this Agreement.

Within thirty (30) days after written notice of either party to the other, the Association and the Committee, or duly appointed agents of either and/or both, shall meet to discuss any matter relative to employment which is properly defined within “negotiations” in the foregoing paragraph.

ARTICLE 4 – Grievance Procedure

- 4.1 The purpose of the procedure set forth hereinafter is to resolve differences regarding a complaint of a violation of this Agreement. A grievance shall be defined as an alleged violation of a provision(s) of this Agreement.

The parties to this Agreement recognize the desirability of settling grievances at the earliest possible time. The parties are encouraged to problem-solve disputes.

The Association and the Committee desire that the procedure shall be confidential.

A grievance must be filed at its initial level no later than thirty (30) school days next following the occurrence of the violation or the date when the grievant should have known about the violation.

At the Association's option, a class-action grievance may be initiated at either Level One or Level Two of the procedure.

Any time limit under this Article may be waived by mutual agreement.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

If any unit member covered by this Agreement shall present a grievance without representation by the Association, the disposition of the grievance, if any, shall be consistent with the provisions of the Agreement. The Association shall be informed of the grievance hearing by the administrator/School Committee at that level of the procedure, shall work with the administrator and the aggrieved unit member to establish a mutually convenient time and date for the meeting, and shall be permitted to be heard at each level of the procedure at which the grievance is to be considered.

No reprisals of any kind shall be taken against any person because of the exercise of rights under the grievance procedure.

4.2 The levels of the grievance procedure shall be as follows:

Level One The Association and/or the unit member shall present the grievance to the Principal. The principal shall meet within ten (10) school days in an attempt to resolve the grievance. The principal shall issue a written answer to the grievance no later than ten (10) school days after the grievance hearing.

Level Two In the event that the grievance is not settled at Level One, the grievance may be submitted in writing to the Superintendent within ten (10) school days of receipt of the principal's written decision. The Superintendent shall meet with the Association within ten (10) school days of receipt of the grievance at Level Two and shall attempt to resolve the grievance. The Superintendent shall issue a written decision to the grievance no later than ten (10) school days after the grievance hearing.

Level Three In the event that the grievance is not resolved at Level Two, the grievance may be submitted in writing to the Committee within ten (10) school days of receipt of the Superintendent's written decision. No later than at its next regularly scheduled meeting the Committee shall meet with the Association to discuss the grievance. The Committee shall issue a written response to the grievance no later than ten (10) school days after the Level Three meeting.

Level Four If the grievance shall not have been disposed of to the satisfaction of the Association by the end of twenty-five (25) school days next following the date of

the written response of the School Committee, the Association may pursue one (1) of the following two (2) courses:

- For grievances involving the evaluation, suspension, or termination of a unit member(s), the Association may file for arbitration with the American Arbitration Association (AAA);
- For grievances involving other disputes under the Agreement, the Association may file for arbitration with the Board of Conciliation and Arbitration.

4.3 The cost of arbitration shall be divided equally between the two parties but excluding the Association's and the Committee's own cost of the presentation of their respective cases. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

4.4 The arbitrator's award shall be in writing and shall set forth their findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement. The award shall be final and binding upon the Committee, the Association, and any unit member(s) who may be party to a grievance.

ARTICLE 5 – Payroll Procedures and Deductions

5.1 Payroll Procedures

Unit members shall be paid in twenty-two (22) bi-weekly pay periods.

Direct deposit of payroll checks shall be available to unit members who authorize the direct deposit in writing on the appropriate form provided by the Superintendent's office.

The MERSDSC agrees to make the following deductions, subject to authorization by the employee: Association Dues, Town Employees' Credit Union, Annuities, 403B Plans, Section 125 Plan Deductions, and Insurance Plans - including Health, Dental, Life and Individual/Group Disability Plans. The membership shall have access to the Long-Term Care Plan identified by the Manchester Essex Teachers Association.

Once established by completion of the proper form(s) provided by the Superintendent's office, these payroll deductions shall continue from year to year. Revocation of any or all of the deductions must be in writing and is subject to any pertinent statute or IRS regulation.

A unit member shall be permitted to change the dollar amount of any voluntary deduction with a minimum of two (2) weeks' written notice on the proper form to the Superintendent's office.

Any of the above deductions so authorized by unit members new to the district or by current unit members who determine to establish a deduction shall be established no later than September 30 and shall begin with the last paycheck in October. Unit members may also choose to establish a deduction for a tax- sheltered annuity or a 403B plan during the month of April.

5.2 **Payment of Extracurricular Stipends**

Qualified unit members may apply for and be hired for extracurricular stipend positions offered to members of the teacher unit. Year-long Extracurricular Stipends will be paid at the rate established in the Teacher Unit CBA and in accordance with the following schedule:

Fifty per cent (50%) of the stipend with the first pay period in December.

Fifty per cent (50%) of the stipend with the second pay period in May.

Extracurricular Stipends with activities extending into June will be paid in the pay period following completion of those activities.

5.3 **Payment of Athletic Stipends**

Qualified unit members may apply for and be hired for athletic stipend positions offered to members of the teacher unit. Athletic stipends will be paid at the rate established in the Teacher Unit CBA and in accordance with the following schedule:

Fall: Fifty per cent (50%) of the stipend will be paid on the first pay period after October 1

Winter: Fifty per cent (50%) of the stipend will be paid on the first pay period after January 1

Spring: Fifty per cent (50%) of the stipend will be paid on the first pay period after April 1

In each of the above cases the remainder of the stipend will be paid in the pay period following the completion of all "close-out tasks." Said tasks will be set forth on a "punch list" developed by the Athletic Director following consultation with the coach involved.

5.4 **Dues Deduction**

The Association shall annually transmit to the employer the amount of the dues. Deductions shall be made in as equal pay period installments as possible during the school year. The employer shall transmit monies collected to the Association Treasurer each pay period.

The form for dues deduction is located in Appendix B: Forms.

ARTICLE 6 – Conditions of Employment

6.1 **Work Year**

The work year shall begin the Monday before Labor Day and shall end no later than June 30. The unit members' work year shall begin with one (1) orientation day and one (1) professional development day prior to the student school year. The student year shall consist of one hundred eighty (180) days of student instruction which shall begin the third day of the unit member work year. School shall be closed for unit members and students the Friday before Labor Day.

It is understood 8 workdays of the 180 student school days are regularly scheduled to be ½ days for the purpose of professional development. Unit employees who are requested to remain at work, with pay, beyond their regular workday to participate in one or more of these professional development days shall be provided with no fewer than 30 calendar days' notice of the request and the employer shall be responsible for ensuring that the compensation for these additional hours is included in the employee's next regularly scheduled paycheck.

Should the District determine prior to the start of the school year that all unit employees or a class of them (i.e. RBTs) will be required to participate in one or professional development half days described above, a schedule of each session will be provided to each staff member so affected prior to the start of the work year and the employer shall be responsible for ensuring that the compensation for these additional hours is included in the employee's next regularly scheduled paycheck.

The day before Thanksgiving shall be a half-day for students and unit members. Unit members will be paid for a full day.

6.2 **Workday**

The workday of unit members shall be:

Essex Elementary School	8:05 AM – 3:05 PM
Memorial Elementary School	8:05 AM – 3:05 PM
Manchester-Essex Middle/High School	7:35 AM – 2:35 PM

The district may adjust the starting or dismissal times for a school day by up to fifteen (15) minutes provided that the span of consecutive hours for any unit member is not increased. The district shall notify the Association no later than April 1 of the school year prior to the school year for which it proposes a change. The Superintendent and the Committee shall meet with the Association to negotiate the impact of any such adjustment.

6.3 **Lunch**

All unit members shall have a paid thirty (30) minute duty-free lunch.

6.4 **Assignments**

Unit members shall receive building assignments for the following school year by August 15th. Such assignments may be changed thereafter, however, when new students are enrolled prior to the start of the school year or for unforeseen circumstances.

A unit member shall not be assigned to more than two (2) buildings per day and shall be provided with travel time of thirty (30) minutes between buildings when buildings are located in two (2) different towns. The district will make best efforts to provide priority parking near the entrance to the building. When a unit member travels between buildings within the same town, the unit member shall work out a mutually agreeable schedule with the principal that permits reasonable travel time.

6.5 **Meetings**

Unit employees who are requested to remain up to one hour, with pay, beyond their contractual work day to participate in building- or department-based staff meetings, not to exceed two meetings per month, shall be provided with no fewer than 30 calendar days' notice of the request, except in extenuating circumstances, and the employer shall be responsible for ensuring that the compensation for these additional hours is included in the employee's next regularly scheduled paycheck.

Should the District determine prior to the start of the school year that all unit employees or a class of them (i.e. RBTs) will be required to participate in one or more staff meetings, a schedule of each meeting will be provided to each staff member so affected prior to the start of the work year and the employer shall be responsible for ensuring that the compensation for these additional hours is included in the employee's next regularly scheduled paycheck.

ARTICLE 7 – Vacancies and Transfers

7.1 **Vacancies**

In any posting of a vacancy, and anticipated vacancy, under this Agreement, the following information shall be provided: specifications, qualifications, compensation, and application deadline. At least seven (7) calendar days (except in extenuating circumstances) excluding school vacations and holidays during the school year, prior to an application deadline, the Superintendent shall notify the META President of the posting for each position and shall post an electronic notice to staff on the MERSD website. Postings during the summer shall be sent to the President and to unit members via MERSD e-mail.

Unit members who work in year-round programs (i.e. ACE) shall have the right of first refusal to summer positions in those programs before other unit members or outside applicants.

7.2 **Voluntary and Involuntary Transfers**

Voluntary Transfers

Any unit member desiring a transfer shall submit a written request to the Director as early as practicable. Requests shall specify the location desired. The Director or designee shall meet with the employee to discuss the reasons for the request. While the seniority of the employees shall be considered, the decision whether to grant the request shall be at the discretion of the Superintendent or designee.

Involuntary Transfers

When a principal or Director determines that a transfer to a different school building should take place, the employee will be notified, and, if requested, they shall be given an opportunity to discuss the transfer with the Principal and/or Director. While the seniority of employees shall be considered in the making of these decisions, the final decision rests with the Principal or

Director. The Parties will make best efforts to avoid multiple such transfers as this may interfere with optimum performance.”

If a unit member is involuntarily reassigned mid-year to a position in a lower-paying classification, their pay will go unchanged for the remainder of the school year but will be readjusted for the following school year based on new assignments.

ARTICLE 8 – Reduction in Force

- 8.1 In the event that there is to be a reduction in the number of education support professionals (ESPs), any reduction will be made by classification. Classification shall be as follows: (1) General Education ESPs; (2) Special Education ESPs; and (3) Registered Behavior Technician (RBT) ESPs.

The following procedure shall be used in each classification: ESPs with fewer than three (3) consecutive full school years of service shall be non-renewed prior to ESPs with three (3) or more consecutive full school years of service being laid off except where the Superintendent/designee determines that the best interest of a student(s) would be better served by retaining an ESP who has fewer than three (3) consecutive full school years of service. A full year of service is any school year in which the ESP has worked at least ninety-two (92) days of the school year.

After consideration of the above, in determining which ESPs in each classification with more than three (3) consecutive full school years of service shall be laid off, the Superintendent/designee may consider the following:

1. the qualifications, training, education, experience and evaluations of the ESPs;
2. the needs and/or best interests of a particular student(s) and/or the school or school system; and
3. length of service.

When the Superintendent/designee determines that the criteria considered by the Superintendent/designee in (1) and (2) above are substantially equal, seniority shall be used as a tie breaker.

Any unit member to be laid off shall be notified of the action no later than June 15 of the school year preceding the school year in which the reduction is to take place. The District shall make every effort to notify affected unit members by May 15.

- 8.2 ESPs with three (3) or more consecutive full school years of service who are laid off shall be placed on a recall list in their respective classification for a period twelve (12) months from the date of the layoff notice until the ESP accepts a notice of recall or unless the ESP refuses/fails to respond to a recall. The Superintendent/designee shall recall ESPs on the recall list in inverse order of layoff unless the Superintendent/designee determines that the qualifications, training, education, experience or evaluations of an ESP or the needs and/or best interests of a particular student(s) and/or the school or school system would be better served by recalling an ESP out of order. (By way of example and not limitation, the Superintendent/designee may, but is not

required to, recall an ESP with experience at the elementary school level prior to one with experience at the high school level for an elementary position even if the elementary ESP was laid off prior to the high school ESP.)

During the period of layoff, the unit member shall be eligible to participate in the District insurance plans but shall pay the full cost of the plans in which they choose to participate.

Recalls shall be made by email notice to the ESP. To this end, the Superintendent/designee shall confirm the email address the ESP wishes to receive the notice upon delivery of the notice of layoff. It is the ESP's responsibility to update the Superintendent/designee if this email address changes during the layoff period.

An ESP who fails to respond to a recall notice to their personal email within seven (7) calendar days from the date of the email notice or who declines the recall offer, shall be removed from the recall list.

A unit member recalled under this Article shall be credited with all the benefits to which they were entitled to prior to their layoff, including accumulated sick leave and shall be placed one (1) step higher on the salary schedule (unless previously on the maximum step) than they occupied when laid off, provided they would have advanced to such step had they not been laid off.

- 8.3 Seniority and other benefits shall not accrue during the period of time a unit member is on recall.

Seniority is defined as continuous employment from the initial date of hire in Essex, Manchester, or the Manchester Essex Regional School District, including time spent on approved leaves of absence. An authorized unpaid leave of absence shall not disrupt continuity of service; such time, however, shall not be credited for purpose of seniority.

Within sixty (60) days after the execution of this Agreement the Committee shall forward to the members of the Association the initial seniority list containing the names of all the unit members, listed in order of seniority with date of appointment and years and months of seniority. The proposed list shall be posted in each building. A seniority list then shall be established each school year by November 1; the list shall remain in effect until the subsequent list is established.

Any challenge(s) to the list must be filed by written notice to both the Superintendent and the Association President no later than twenty (20) school days after the dissemination and posting of the list. Within ten (10) school days of the date the challenge(s) is due, the Superintendent and the Association President or their designee shall meet to resolve a challenge. If the challenge is not resolved, the matter shall be immediately submitted to expedited arbitration in accordance with the rules of the American Arbitration Association.

Any challenge(s) to the composition of subsequent annual seniority lists may be made only to the extent of the change, if any, from the immediately preceding seniority list.

- 8.4 An ESP who has been laid off shall have the option of being placed on the substitute list, if they so desire and indicate so in writing to the Superintendent/designee.

ARTICLE 9 – Paid Leaves of Absence

9.1 Protection of Benefits During Paid Leave

Any paid leave under this Agreement shall entitle the unit member to credit for leave time as though they were in the active service of the District.

Any unpaid leave that results from leave granted as unpaid leave that extends any period of leave time specified herein shall not constitute a break in service.

The unit member shall return to their position or to a comparable position. Upon return, all benefits to which a unit member was entitled at the time their leave commenced shall be restored to them upon their return.

9.2 Sick Leave

Unit members shall be entitled to fifteen (15) sick leave days each contract year for absences resulting from the illness or injury of a unit member. Days shall be earned at 1.5 days a month. Each unit member shall be allowed to accrue sick leave to a limit of one hundred (100) days.

All unit members employed as of the ratification of this agreement shall be entitled to carryover all accrued sick days (up to 100).

If a unit member is absent for five (5) or more consecutive days, the Superintendent has the right to ask the unit member to provide a note from a medical provider.

The following provisions shall be used to determine a less than full-time unit member's sick leave accrual and its interface with past/future full-time sick leave accrual:

- (a) If a unit member is less than a 1.0 Full Time Employee (FTE) or moves from 1.0 FTE to part-time but works five (5) days a week, the number of sick leave days shall accrue by the same as those of a full-time unit member: fifteen (15) sick leave days per year.
- (b) If the part-time unit member moves to full-time status, the accrued number of sick leave days shall then be multiplied by the percentage of the week that the unit member has been employed. For example, a 0.5 unit member with thirty (30) accrued sick leave days shall receive fifteen (15) accrued sick leave days upon full-time employment status.
- (c) If a unit member who is less than a 1.0 FTE or moves from 1.0 FTE to part-time but works less than a five (5) day week, they shall receive sick leave proportionate to the amount of sick leave received by a full-time member. For example, a 0.8 unit member who works only four (4) of the five (5) weekdays shall receive 0.8 of the sick leave days. If this unit member moves to full-time employment they shall retain their accrued number of sick leave days.

Any change in status shall result in the recalculation of leave days. A unit member who moves from full-time status to less than full-time will have recorded in a separate account on their status sheet the number of accrued sick leave days earned as of that date.

For the purposes of determining an individual's annual sick leave and accrued sick leave, all calculations shall be rounded up to the nearest day upon retirement from the school system.

Beginning in the second full year of service, the sick leave allowable for any year shall be available in full at the commencement of each school year.

A unit member who resigns or is non-renewed because of budgetary constraints, declining enrollment, or program elimination and is rehired shall be credited with the number of days of sick leave previously accrued.

9.3 **Family/Household Accident or Illness**

A unit member may use their annual allotment of fifteen (15) sick leave days to care for a family member defined as spouse/partner, child, parent, parent of one's spouse/partner, sibling and/or a household member. Use of more than fifteen (15) personal sick days for individuals in the defined categories may be granted at the discretion of the Superintendent. Use of days for individuals not covered by the categories above is also at the discretion of the Superintendent. Use of days under this section is capped at twelve (12) weeks within the defined FMLA year.

9.4 **Parental Leave**

(N.B. for **Child Rearing Leave**, see Article 10.3, Unpaid Leaves of Absence)

9.4.1 **Section 1**

A birth parent or adoptive parent shall be able to use up to twelve (12) consecutive work weeks exclusive of holidays and vacations for parental leave. Determination of the length of the leave shall be at the unit member's discretion.

A unit member shall be able to use accrued personal sick leave days for the period of temporary disability due to childbirth and recovery therefrom. Such leave shall commence when the unit member gives birth. Any request for paid leave exceeding twelve (12) weeks must be accompanied by a physician's certificate attesting to continuing disability.

An individual taking adoption leave shall be permitted to use their accrued personal sick leave.

In recognition of providing unit members with leave in excess of eight (8) and up to twelve (12) weeks, said determination of the amount of leave to be at the unit member's option, the Superintendent agrees not to deny the employee their rights under MGL Chapter 149, Section 105D and shall refrain from informing the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than eight (8) weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

9.4.2 **Section 2**

A non-birth parent, foster parent or unit member who is having a child placed with them pursuant to a court order will be entitled to use, at their option, up to a maximum of twenty (20) consecutive workdays of their accrued sick leave exclusive of holidays and vacations during their parental leave.

In recognition of providing unit members in Section 2 with leave in excess of eight (8) weeks and up to twelve (12) weeks, at the unit member's option, the Superintendent agrees not to deny the employee their rights under MGL Chapter 149, Section 105D and shall refrain from informing the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than eight (8) weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

9.4.3 **Section 3**

Whenever possible, the Superintendent shall be notified of the date of the beginning of the leave at least four (4) weeks prior to the unit member's departure. This date may be adjusted and the initial request for leave is not binding on the individual.

9.5 **Bereavement Leave**

In the event of the death of a parent, spouse, sibling, household member, life/domestic partner, parent-in-law, grandchild, grandparent, cousin, uncle, aunt, niece, nephew, sibling-in-law, and any other person, leave time up to a total of five (5) days of absence in a school year shall be allowed with full pay. Additional days shall be granted at the discretion of the Superintendent.

9.6 **Personal Leave**

Subject to the following conditions each unit member is allotted two (2) days per year for personal use.

Such days cannot be taken during the first week or the last week of the school year or on a school day immediately before or after any holiday or school vacation period unless the Superintendent at their discretion waives these limitations.

Except in the event of an emergency, a unit member requesting personal leave shall give forty-eight (48) hours' written notice of intention to take such leave to the Superintendent on the form reproduced in Appendix B: Forms.

No more than three (3) unit members in each building shall be able to take personal leave on any given day. In the event that more than three (3) unit members in the building request personal leave for any given day, the first three (3) unit members in the building whose written notice is received by the Office of the Superintendent shall be the unit members to receive personal leave for that day unless the Superintendent waives this limitation.

Personal days in excess of the contractual allotment may be requested and may be granted by the Superintendent in cases of emergency, with full reasons for such request furnished by the applicant.

9.7 **Religious/Holy Days Leave**

Each unit member shall be allowed days of leave for the observance of religious/holy days. Requests/notification of intent to take religious/holy days must be provided to the District at least three (3) days prior to the holiday. Reasonable efforts will be made by unit members to provide more advance notice when possible.

9.8 **Legal Leave**

A unit member shall be entitled to time necessary for appearances in any legal proceeding required by the Union, administration or in accordance with any subpoena of a court connected with the unit member's employment or with the school system.

9.9 **Jury Duty**

No unit member shall suffer a loss of pay to which they would otherwise be entitled for performing jury duty.

9.10 **Sabbatical Leave**

Sabbatical leave may be granted, at the Superintendent's discretion, to one (1) unit member per school year for the purpose of earning a bachelor's degree in an approved teacher-preparation program.

A unit member may apply for a leave of one-half year or one full year's duration. The unit member shall be compensated fifty percent (50%) of their full pay exclusive of tuition or scholarship monies awarded to the unit member. MERSD shall continue to pay its portion of the unit member's health insurance premiums.

Application for sabbatical leave may be made during the sixth year of total employment in Manchester, Essex and/or MERSD, or any combination thereof.

A letter requesting sabbatical leave for the succeeding school year must be received by the Office of the Superintendent on or before December 1.

The unit member shall return to the position held prior to the sabbatical leave. If the unit member becomes a DESE certified educator, they shall have the right to apply and be granted an interview for any vacant Unit A positions for which they are qualified on their intended return date. A unit member returning from sabbatical leave is not guaranteed to return to any stipendiary positions.

The unit member who undertakes a sabbatical leave agrees to return to service in the Manchester-Essex Regional schools for a period of twice the length of the sabbatical leave or to reimburse the school district for any unserved balance thereof. The district, however, shall not require the reimbursement of the money from the unit member or their estate should they die.

Should the program of study or research being pursued by the unit member on sabbatical leave be interrupted by serious accident or illness, this unforeseen fact shall not be considered a

breach of the contractual agreement, providing the Superintendent is notified of such accident or illness.

ARTICLE 10 – Unpaid Leaves of Absence

- 10.1 Any unpaid leave granted under this Article shall not constitute a break in service. The leave shall count for credit for advancement on the salary schedule and for purposes of active experience under this Agreement if the unit member has worked in the District at least ninety-two (92) days of the school year in which the leave occurs.

While on unpaid leave, the unit member shall be eligible to continue medical and life insurance at full cost to the unit member. Upon return, the unit member shall return to their position or to a comparable position except as otherwise provided by the terms of this Agreement.

Written notice of intent to return to work shall be presented to the Superintendent at least sixty (60) calendar days prior to the unit member's return to work at the beginning of the second semester/third marking period/third trimester, or no later than April 1 for return at the beginning of the school year. All benefits to which a unit member was entitled at the time their leave commenced shall be restored to them upon their return.

Any service in the District requirement for purposes of a leave under this Article shall mean service in Manchester or Essex prior to July 1, 2000 alone or in combination with service in the District after July 1, 2000.

Any leave may be extended at the discretion of the Superintendent.

10.2 **Medical Leave**

A unit member who has completed three (3) years of service shall be granted a leave of absence for up to one (1) year for personal medical reasons or for the purpose of caring for a sick member of their family. Family members include parent, spouse, child, sibling, household member, and/or life/domestic partner. If the unit member is entitled to leave under FMLA, such leave shall run concurrently with the medical leave.

A unit member whose personal illness extends beyond said time period may be granted additional time as is necessary.

10.3 **Child Rearing Leave**

A unit member who has completed three (3) years of service shall be granted a leave of absence for the purpose of child rearing. The unit member will return from such leave only on the first day of a work year. At the time of the application for the leave the unit member may choose to return either the first day of the subsequent work year or the first day of the following work year. Any period of unpaid parental leave/adoption leave shall not exceed two consecutive school years.

10.4 **Military Leave**

Military leave may be granted to any unit member who is inducted or enlists in any branch of the Armed Forces of the United States. Military leave shall be granted to any unit member whose military status is activated.

The period of such leave shall be the minimum period of continuous service required by such induction or enlistment but shall not continue into any period of additional voluntary service.

The language contained in the introduction to this Article shall apply to military leave only if it does not conflict with federal law.

10.5 **Educational Leave**

A unit member with four (4) or more years of service in MERSD may have the option of taking a leave of not more than one (1) year for the purpose of pursuing academic coursework. In the event that a member is eligible for tuition reimbursement, payments will be made upon return from leave.

10.6 **Family and Medical Leave Act**

The Family and Medical Leave Act is herein incorporated by reference.

Article 11 – Sick Leave Bank

11.1 All unit members covered by this agreement shall participate in the same Sick Leave Bank with members in Unit A.

Each new full-time unit member shall donate two (2) days upon hire.

A new unit member employed for less than fifty percent (50%) time shall be assessed one day, whether it be for one half-year's work at full-time or for a full year's work at less than half-time.

By September 30, the Superintendent's Office shall provide the Association President with an updated list of new unit members and days assessed. An additional updated list shall be provided whenever a new unit member enters the system.

If at any time during a given school year the number of days in the Bank is reduced to fewer than one hundred (100) days, the Committee shall deposit a sick leave day in to the Sick Leave Bank from the annual sick leave of each member of the Bank who has thirty-one (31) days or more of accrued sick time. For purposes of replenishing the Bank, the Sick Bank Committee shall notify the Superintendent when the number of days in the Bank falls below one hundred (100) days and shall notify the unit members that a day is being deducted.

Whenever there is a reassessment, the Superintendent's Office shall provide the Association president with a complete list of unit members and days assessed.

Sick Leave Bank benefits shall be granted for cases of accident, disability, and prolonged illness, based on appropriate medical evidence.

Written notification of the number of days granted by the Sick Leave Bank Committee shall be sent to the Business Office.

A participating member may request up to and including thirty (30) days from the bank in their initial request provided all their individual leave has been exhausted. After the sick leave initially granted by the Bank has been used, the participating member may then request additional days in increments of up to thirty (30) days. Each request for additional days shall be reviewed by the Sick Leave Bank Committee. The member shall make reasonable effort to submit the request prior to exhaustion of their individual accumulation.

The Sick Leave Bank Committee shall govern and administer all phases of the Bank. The operation of the Bank and withdrawals therefrom shall be carried out in accordance with Sick Leave Bank guidelines.

The Superintendent shall make available the attendance record of a Bank member applicant if requested to do so by the Sick Leave Bank Committee.

If an emergency or unanticipated event occurs and the Sick Leave Bank Committee is unable to meet, the META President in their discretion may award up to five (5) days from the Bank to ensure continuity of the member's paycheck.

The application for benefits must be accompanied by a certification of accident, disability, or prolonged illness completed and signed by a physician. In cases requiring an assessment of the member's psychological condition, the certification must come from a board-certified psychiatrist. The Bank Committee may require additional information before approval of days is granted. The Bank Committee may also require additional information beyond a doctor's certificate at any time days are being used by a participating member. If the member does not provide the additional information to the Bank Committee within a reasonable amount of time, upon written notification by the Bank Committee, the Business Office shall stop the unit member's use of the previously granted Bank days.

Benefits under the Sick Leave Bank shall not extend beyond the participating member's term of employment.

Sick days are defined as normal workdays, excluding holidays and vacations and other non-working days. Payment shall be made on a workday basis. Salaries obtained from extra-curricular or other such activities shall not be included.

Any misuse or abuse of a Sick Leave Bank benefit that comes to the attention of the Sick Leave Bank Committee shall be reviewed by the Bank Committee. If information supports the fact that misuse or abuse has occurred, the Bank members shall provide opportunity for the unit member to meet and explain their position. Upon written notification by the Bank Committee the Business Office shall stop the unit member's use of the previously granted Bank days. If the Bank deems it necessary, the Bank Committee may request repayment of those days that were the subject of abuse.

11.2 **Sick Leave Bank Benefits and Worker's Compensation**

If a member of the Bank applies for Worker's Compensation and receives, upon approval of the Bank Committee, days which are later determined to have a portion thereof covered by Worker's Compensation, the proportionate amount of each day the Bank has provided to cover time determined to be covered by the Worker's Compensation payment shall be restored to the Sick Leave Bank.

The Manchester Essex Regional School District hereby agrees to cooperate to make the Sick Leave Bank whole for the portion of the days that were retroactively compensated by Worker's Compensation and restore those days and/or portions thereof to the Bank.

A participating member receiving Worker's Compensation shall receive, upon approval of the Bank Committee, the difference between their regular daily rate of pay and the amount paid by Worker's Compensation. The applicant for these benefits must have exhausted all of their individual annual and accumulated sick days before receiving any benefits from the Bank. The purpose of this section is to allow the participating member to be eligible to receive their full salary for the period of accident, disability, or prolonged illness by adding Bank benefits to any Worker's Compensation payment.

Should the member's Worker's Compensation payment be paid retroactively and the Bank has provided days to cover time later determined to be covered by the Worker's Compensation payment, those days shall be restored to the Sick Leave Bank.

Failure to make payments as agreed upon on the Repayment Agreement within ten (10) days of receipt of any Worker's Compensation payment(s) shall be grounds for immediately stopping the use of days granted by the Bank. Such right of the Bank does not in any way restrict its ability to take action, legal or otherwise, to recoup the money owed under the terms of the Repayment Agreement.

The application for benefits and the agreement to restore days to the Bank if Worker's Compensation is paid (Repayment Agreement) shall be rendered on Bank Committee forms made available through the President of the Association. The Form is replicated in Appendix D: Forms.

ARTICLE 12 – Unit Member Rights

12.1 **Just Cause**

12.1.1. All new employees shall serve an initial probationary period of ninety (90) calendar days. During the probationary period unit members will be employed at-will, and may be discharged with or without just cause, and such discharge shall not be subject to the grievance and arbitration provisions of this agreement.

12.1.2. Following the completion of the probationary period and until the completion of their third year of employment, employees shall not be disciplined, reprimanded, reduced in rank or compensation or dismissed during the school year without good cause. However, an employee may be non-renewed after their first, second, or third school year.

12.1.3. Employees who have worked for three, consecutive, full school years at the district shall not be disciplined, reprimanded, reduced in rank or compensation or dismissed without just cause.

12.2 **No Reprisals.**

No reprisals shall be taken by the School Committee or its agents against any member of the bargaining unit because of the member's participation in Association activities.

12.3 **Association Representation**

Staff will be informed, in advance, if a meeting with administration may lead to discipline and inform them of their right to have union representation present at the meeting.

12.4 **Inappropriate Conduct**

No administrator or unit member shall use inappropriate forms of communication including, but not limited to, bullying, demeaning, sarcastic, or unprofessional comments with or to an administrator, unit member or staff member. In addition, no administrator or unit member or staff member shall speak in such fashion to an administrator, unit member or staff member or in the presence of an administrator, another unit member or staff member or in any public forum about a personal or professional matter regarding an administrator, another unit member, or staff member.

12.5 **Personnel Files**

School officials of cities and towns keeping records concerning any unit member or their work shall, at the request of the unit member, permit the unit member by appointment to inspect the contents of their personnel folder, files, cards, and records and to make copies of such contents and records as concerns their work or themselves. Nothing shall be placed in a unit member's personnel file unless the unit member has seen the document and has had an opportunity to respond or address the document. Further, the document shall not be placed in the personnel file until the unit member has placed their signature on the document. The signature indicates only that the unit member has been provided with a copy of the document and not that they agree with the content thereof. The central office shall be in receipt of the unit member's signature on the document within twenty (20) school days of the unit member's receipt of the original document.

12.6 **CORI Language**

In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks.

All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of their employment a unit member may request in writing that they be given their reports. A copy of CORI reports shall be provided to the unit member within ten (10) days of the request.

After review of a CORI report, the Superintendent, if they deem it necessary, may meet with the unit member who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

12.7 **Non-Discrimination**

Unit members shall not be discriminated against because of race, color, religious creed, gender identity, national origin, ancestry, sexual orientation, pregnancy, veteran status, military service, age, marital status, gender identity, genetic information, disability or on any other basis protected by federal, state or local law or bylaw. This policy governs all aspects of employment, including but not limited to selection, job assignment, compensation, advancement, workforce reduction or transfer, leaves of absence, discipline, termination and access to benefits and training. This section of the contract is not subject to the grievance and arbitration provision of the contract.

ARTICLE 13 – Association Rights and Privileges

13.1 **Release Time**

The META president shall be relieved of all duties.

13.2 **Meetings**

Upon notice to the Superintendent, the Association may schedule up to five (5) meetings per year on the first Thursday of the month. The district shall not schedule any other District meetings or workshops on those days. The Association may schedule other meetings before or after school with notification to the principal who authorizes building use.

13.3 **Association Days**

Delegates of the Association shall be granted leave with pay to attend conventions of affiliated bodies, educational conferences, or other functions which contribute to the advancement of educational welfare in the towns of Essex and Manchester-by-the Sea; the number of delegates is not to exceed that to which the Association is entitled per the bylaws of its respective affiliated bodies.

13.4 **Communication**

The Superintendent shall send the Association President a copy of the appointment letter for each new unit member within ten (10) calendar days of the date of the appointment letter including the employee's name, job, title, worksite location, home address, work telephone number, home and personal cellular telephone numbers on file with the district, date of hire, work email address, and personal email address on file with the employer.

Prior to the start of each school year the Association will be entitled to meet with new unit members for no less than thirty (30) minutes during new employee orientation. For new unit members hired after new employee orientation, each new unit member and a representative

designated by the Association shall be granted thirty (30) minutes of release time to meet, without charge to either employee, not later than ten (10) calendar days after the date of hire.

13.5 **Buildings and Facilities**

The Association shall have the right to use school buildings for meetings subject to the approval of the building principal, which shall only be denied based on availability.

The Association shall have the right to post materials on the META bulletin boards. META shall have the right to use the system's e-mail for Association business.

META may use the staff mailboxes. Any liability under federal law for such use is the responsibility of the Association only.

Unit members shall have the right to use the athletic facilities of the District's schools, subject to the approval of the building principal, which shall only be denied based on availability.

ARTICLE 14 – General

14.1 **Health and Safety**

The District shall provide unit members with safe and healthful working conditions.

The Superintendent shall send written notice to the META President and shall post on the Association bulletin board in each building official notice of any health and/or safety matter(s).

14.2 **Property Damage**

Unit members shall be reimbursed up to fair market value for any clothing or personal property damaged or destroyed in the reasonable course of their employment.

14.3 **Computer Technology**

A unit member shall work with the administration and the authorities where there is evidence of student misuse of computer technology.

A unit member monitoring students using technology in their area shall not be held responsible for a student's violation of the District's Acceptable Use Policy. If a unit member becomes aware of inappropriate behavior, they shall report it to the administration.

14.4 **Savings Clause**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to any law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, and all other provisions or applications shall continue in full force and effect.

14.5 **Retirement**

Retirement shall be under the Essex County Retirement system. An employee must work a minimum of 20 hours per week during the contractual work year. Participation in this system is mandatory.

ARTICLE 15 – Evaluation

15.1 One designated evaluator will evaluate each member. By October 15 of each school year, the member shall be told who the evaluator will be. If it is necessary to change the evaluator during the course of the school year, the member shall be promptly notified of said change.

Members will be provided with an electronic copy of any formal evaluation report prepared by their evaluator and will have the right to schedule a private meeting, time and place to be agreeable to both parties, to discuss the report.

The Parties agree to use the attached Evaluation Form (Appendix C) to assess each ESP's overall performance in the following areas (where applicable):

1. Professional Responsibilities
2. Appropriate Communication
3. Effective Team Collaboration
4. Accurate Records
5. Quality Instructional Support
6. Positive Student Relationship
7. Incorporates Modifications/Alternative Lessons
8. Behavior Management Techniques

Employees will be evaluated on the following scale for each indicator appearing under each area of the Evaluation Form (Appendix C), where applicable:

1. Does Not Meet Standard
2. Working Towards Standard
3. Demonstrates Standard
4. Exceeds Standard

The evaluator shall provide specific feedback for improvement to the ESP in the relevant "Comments" sections of the Evaluation Form (Appendix C).

A mid-year meeting with the evaluator and member will be held by February 1st. During this meeting the evaluator shall indicate to the member any evaluation area or indicator in which the evaluator believes the ESP may be in danger of receiving a rating of "2" or "1" and provide feedback regarding ways to improve. The final (summative) evaluation shall be completed no later than June 1st of the school year.

ARTICLE 16 – Insurance

16.1 **Insurance.** Unit B Employees are entitled to the same insurance benefits as memorialized in the Unit A Collective Bargaining agreement. See benefits outline in Appendix B.

16.2 **Pre-Tax Spending Accounts**

Employees shall be offered the services of Cafeteria Plan Associates or another vehicle mutually agreed upon by META and the MERSDSC to establish pre-tax spending accounts for medical, dental, dependent care, and other qualified expenses.

16.3 **Worker’s Compensation**

The Committee agrees to provide coverage for unit members under the terms of the Massachusetts Worker’s Compensation Act. Whenever a unit member is absent from school as a result of personal injury caused by an accident or an assault in the course of their employment, the unit member shall be paid full salary less the amount of any Worker’s Compensation award made for temporary disability due to said injury for the period of such absence. Such absence shall be deducted from accumulated sick leave. The general laws of the Commonwealth of Massachusetts shall prevail in this case.

ARTICLE 17 – Compensation and Other Economic Conditions

17.1 **Salary Schedule, Schedule Placement, and Advancement**

All unit members will be paid according to the salary schedule in Appendix A. A newly hired unit member shall be placed on the salary scale with full credit for years of relevant experience.

17.2 **Salary Information**

An Employee Status Report shall be provided to each unit member not later than October 15th. The report shall include initial date of hire, annual and bi-weekly salary, salary step and track, longevity, stipends, itemized deductions, direct deposit option, cumulative sick leave and payroll calendar.

Unit members shall receive their annual salary in twenty-two (22) paychecks. All paychecks shall be disbursed no later than the last student day of the work year.

17.3 **Overtime**

All unit members shall be compensated at time and a half for all time beyond 40 hours in any one work week with prior approval from administration or in extenuating circumstances, approved by administration on the day of the overtime hours.

17.4 **Substitute Pay**

A full time ESP who is assigned by administration to take over a teacher’s class in a teaching capacity for at least one full classroom period in the absence of the teacher and who in fact

takes over said class for said full period shall be paid as follows: at their regularly hourly rate of pay plus an additional \$5.00 for each full period so assigned.

17.5 **Longevity**

At the beginning of the tenth (10th) year of service through to the end of the fourteenth (14th) year of service a unit member with service in Essex, Manchester and/or Manchester Essex Regional School District shall receive longevity pay in the amount of seven hundred and fifty dollars (\$750).

At the beginning of the fifteenth (15th) year of service through to the end of the nineteenth (19th) year of service a unit member with service in Essex, Manchester and/or Manchester Essex Regional School District shall receive longevity pay in the amount of one thousand dollars (\$1000).

At the beginning of the twentieth (20th) year of service through to the end of the twenty-fourth (24th) year of service a unit member with service in Essex, Manchester and/or Manchester Essex Regional School District shall receive longevity pay in the amount of one thousand two hundred and fifty dollars (\$1,250).

At the beginning of the twenty-fifth (25th) year of service and beyond a unit member with service in Essex, Manchester and/or Manchester Essex Regional School District shall receive longevity pay in the amount of one thousand five hundred dollars (\$1500).

Service for the purpose of longevity shall mean consecutive years of service in Manchester, Essex, Manchester Essex or in the aggregate.

17.6 **Mileage Reimbursement**

Mileage on school business and between/among schools shall be paid at the Internal Revenue Service rate.

17.7 **Part-Time Unit Members**

Part-time unit members, not formerly full-time unit members, shall be credited with full-time credit for purposes of salary schedule movement, longevity and personal leave. Part-time unit members who were formerly full-time unit members shall continue to be credited as a full-time unit member for all contractual benefits except as otherwise provided in the Agreement.

17.8 **Attendance Incentive**

For any school year where an active employee utilizes three or fewer sick days, they shall be paid a sum equal to two days at the per diem rate in effect during the school year.

17.9 **Tuition Reimbursement**

Each unit member working toward a Bachelor's Degree or Master's Degree in the field of education at an approved and accredited college or university shall be entitled to an aggregate

of nine hundred ninety (\$990) of tuition reimbursement per year based on the undergraduate or graduate course tuition and fees for a three (3) credit course at Salem State University. A year is defined as September 1 – August 31. If the unit member requests to take a course in any area related to their current work in the district or an area for which they are certified, the Superintendent shall approve the payment. If the unit member determines to take a course that is to be used to earn certification or for recertification, the Superintendent shall approve payment for the course.

Unit members working toward their Bachelor's, or Master's Degree in the field of education at an approved and accredited college or university, must notify Central Office of their intent to seek course reimbursement by November 15th of the school year preceding the school year during which the course will occur. A unit member engaged in coursework toward earning a degree in the first year of their employment may request tuition reimbursement for one (1) course following the approval of the program by the MERSD Superintendent.

Article 18 – Duration

18.1 This Agreement shall be effective from September 1, 2024, through and including August 31, 2027.

WHEREFORE, the Committee and the Association have caused this **COLLECTIVE BARGAINING AGREEMENT** to be executed by their duly-authorized representatives, ratified by the membership of the Association's bargaining unit and the full School Committee, this 21st day of July 2024.

Manchester-Essex School Committee

Manchester-Essex Teachers' Association



Chairperson



President

Appendix A – Salary Scales

					RBT				
Teacher's Assistants					Teacher's Assistants				
2024-2025 2.25%					2024-2025 2.25%				
Step	Hr. Rate	Bi-Weekly (22 pp)	Est. Annual Salary	Daily	Step	Hr. Rate	Bi-Weekly (22 pp)	Est. Annual Salary	Daily
1	\$23.72	\$1,343.37	\$29,554.25	\$166.04	1	\$24.91	\$1,410.54	\$31,031.95	\$174.34
2	\$24.96	\$1,413.86	\$31,104.97	\$174.75	2	\$26.21	\$1,484.56	\$32,660.21	\$183.48
3	\$27.47	\$1,555.65	\$34,224.30	\$192.27	3	\$28.84	\$1,633.43	\$35,935.52	\$201.88
4	\$28.54	\$1,616.43	\$35,561.47	\$199.78	4	\$29.97	\$1,697.25	\$37,339.53	\$209.77

					RBT				
Teacher's Assistants					Teacher's Assistants				
2025-2026 2.5%					2025-2026 2.5%				
Step	Hr. Rate	Bi-Weekly (22 pp)	Est. Annual Salary	Daily	Step	Hr. Rate	Bi-Weekly (22 pp)	Est. Annual Salary	Daily
1	\$24.31	\$1,376.96	\$30,293.10	\$170.19	1	\$25.53	\$1,445.81	\$31,807.75	\$178.70
2	\$25.59	\$1,449.21	\$31,882.60	\$179.12	2	\$26.87	\$1,521.67	\$33,476.72	\$188.07
3	\$28.15	\$1,594.54	\$35,079.91	\$197.08	3	\$29.56	\$1,674.27	\$36,833.91	\$206.93
4	\$29.25	\$1,656.84	\$36,450.50	\$204.78	4	\$30.72	\$1,739.68	\$38,273.02	\$215.02

					RBT				
Teacher's Assistants					Teacher's Assistants				
2026-2027 2.5%					2026-2027 2.5%				
Step	Hr. Rate	Bi-Weekly (22 pp)	Est. Annual Salary	Daily	Step	Hr. Rate	Bi-Weekly (22 pp)	Est. Annual Salary	Daily
1	\$24.92	\$1,411.38	\$31,050.43	\$174.44	1	\$26.17	\$1,481.95	\$32,602.95	\$183.16
2	\$26.23	\$1,485.44	\$32,679.66	\$183.59	2	\$27.54	\$1,559.71	\$34,313.64	\$192.77
3	\$28.86	\$1,634.40	\$35,956.91	\$202.01	3	\$30.30	\$1,716.13	\$37,754.75	\$212.11
4	\$29.99	\$1,698.26	\$37,361.77	\$209.90	4	\$31.48	\$1,783.17	\$39,229.85	\$220.39

Appendix B – Insurance Benefits

Medical Insurance

The provider of the insurance shall be negotiated annually, using the M.G.L. Health Insurance Advisory Committee (HIAC) process. Requests for proposals shall be requested in sufficient time, no later than March 1, to make a reasoned decision as to the best provider for MERSD and in time for a change, if negotiated, to take place for the first day of the subsequent insurance year.

The open enrollment period shall be April 15 – May 15.

Contribution Rates

Effective July 1, 2019, contribution rates for active employees shall be as follows:

1. Employees starting employment in MERSD on or after July 1, 2015, who elect health insurance coverage will contribute 30% of the premium cost with the employer contributing the remaining 70%.
2. Employees starting employment in MERSD prior to July 1, 2015, who were not enrolled in the District health insurance plan as of July 1, 2016, will contribute 30% of the premium cost with the employer contributing the remaining 70%.
3. All other employees starting employment in MERSD and enrolled in health insurance prior to and continuously since July 1, 2015, will contribute 25% of the premium cost with the employer contributing the remaining 75%.

Active Employee Plan Design

Effective July 1, 2019, all active employees that elect health insurance will move to the Tufts HMO Advantage with Health Reimbursement Account (HRA) plan or to a plan that is a substantially similar equivalent [hereinafter referred to as the “Active Plan”]. The Active Plan will include a \$1,000/\$2,000 deductible for individual/family plans, respectively. The District will off-set employee out-of-pocket costs by contributing to an HRA plan on a first-dollar basis, up to a maximum of \$500/\$1,000 for individual/family plans (50% of the deductible), respectively. Administration of the HRA will be handled by a third-party vendor, paid for by the District.

Retiree Health Insurance

Employee’s percent-of-premium contribution rates immediately prior to retirement will continue at the same percent-of-premium during retirement. Only an enrolled spouse married to an employee at the time of the employee’s retirement is eligible for equivalent health insurance benefits until the death of the retiree.

All retirees of MERSD who, as of July 1, 2018, were enrolled in either the Tufts HMO Premium Plan or Tufts Medicare Supplement Plan with a contribution rate of 20% will continue to be eligible for those plans or substantially equivalent plans [hereinafter referred to as an “HMO Premium Plan” and a “Medicare Supplement Plan,” respectively] throughout retirement. These retirees will continue to contribute 20% of the total insurance premium for those plans, with MERSD contributing the remaining

80%. Retirements initiated after July 1, 2018, will be subject to the current Active Plan, using the contribution percentage split in effect at the time of their retirement.

Pursuant to the adoption of Chapter 32B section 18a by MERSD School Committee, all retired employees who are eligible must move to Medicare as their primary insurance with a supplemental Medicare Plan offered by the District, at the same premium contribution percentage in effect at the time of their retirement.

A plan of equal benefit, mutually agreed upon by METAU and the MERSD School Committee shall be made available to retirees who live outside of or who move out of Massachusetts.

METAU and the MERSD School Committee maintain their rights to negotiate a final determination of the recommendation of any future plan design as "substantially equivalent" to the above referenced plans.

Should the District go to the GIC or a GIC equivalent health insurance plan, MERSD shall pay eighty per cent (80%) of the premium for all active employees and for retirees enrolled under the MERSD health insurance plan.

Dependent health insurance coverage shall be provided as specified under applicable law.

Upon the death of an employee or retiree, their spouse or dependents shall be allowed to continue coverage at the COBRA benefit level.

All medical insurance premiums for active employees shall be paid on a pre-tax basis.

Change in Retiree Access to Health Insurance Benefits through MERSD

Retirees must be continuously enrolled in the MERSD Health Insurance plan to receive the MERSD contributions described in this agreement. Retirees who are not enrolled in the MERSD Health Insurance Plan at any point during their retirement may not reapply to access health insurance through MERSD. If a retiree discontinues coverage under the MERSD health insurance plan they may not reapply to access health insurance through MERSD.

The parties agree that MERSD has made every reasonable effort to inform retirees who left active service in MERSD prior to the Open Enrollment ending on May 15, 2013, of this change in access to health insurance provided by MERSD.

A unit member who notifies the District in written communication of their intent to retire from active employment must be informed by the District in writing within ten (10) work days of their responsibility to maintain continuous health insurance coverage through MERSD as described in this agreement.

Annually, on or about March 1st **but no later than March 15th**, MERSD shall issue a **written notice** to **all unit members** stating that any unit member who may retire and who wants to participate in the MERSD health insurance plans must enroll during the open enrollment period prior to their retirement date in order to preserve access to retiree health insurance benefits. Such notice will specify that access to enrollment in MERSD retiree insurance is limited to the retiree, their spouse, and/or dependents who are enrolled in a MERSD health insurance plan **at the time of the unit member's retirement** unless otherwise provided by law.

Dental Insurance

The MERSD shall make current dental insurance available to all employees on a pre-tax basis with the unit member paying the total cost of the premium:

Delta Dental Benefit Dental Providers Inc./DMS

In addition, the parties shall investigate other dental plans with the purpose of recommending alternate providers to this list.

Any retiree shall be able to access these plans by paying the full premiums.

Life Insurance

Life insurance in the amount of five thousand dollars (\$5,000) shall be offered to each unit member. MERSD and the unit member shall each pay fifty percent (50%) of the premium. Retired employees may continue insurance in the amount of two thousand dollars (\$2,000) up to age sixty-five (65) by paying the total cost of the premium.

Pre-Tax Spending Accounts

Employees shall be offered the services of Cafeteria Plan Associates or another vehicle mutually agreed upon by METAU and the MERSDSC to establish pre-tax spending accounts for medical, dental, dependent care, and other qualified expenses.

Appendix C – Evaluation
Manchester - Essex Regional School District
 Teaching Assistant Performance Evaluation



Name:		Date of Hire	
School:		Assignment	
Evaluator(s)		Date	

Rating Key:
4 -Exceeds Standard; **3**-Demonstrates Standard; **2** -Working Towards Standard;
1-Does Not Meet Standard

Professional Responsibilities

Rating	1	2	3	4	NA
Is punctual and reliable (arrival, transitions, lunch)					
Maintains confidentiality of students with parents and staff					
Demonstrates flexibility in adjusting to change in assignment within the program					
Demonstrates flexibility in adjusting to providing support within the building (e.g. covering lunch duty)					
Collaborates effectively with program team members					
Participates in building based staff development program and program-specific trainings					
Comments:					

Appropriate Communication

Rating	1	2	3	4	NA
Maintains consistent professional communication with the Team (teacher, liaison, therapists, Principal)					
Maintains a daily/weekly communication notebook/sheet under the direction of the liaison					
Refers parent/guardian questions and concerns to the teacher and liaison					
Comments:					

Effective Team Collaboration

Rating	1	2	3	4	NA
Communicates openly, respectfully, and regularly with classroom teacher(s) and liaison					
Supports classroom duties/routines					
Respects Team members' roles and responsibilities					
Utilizes technology within the classroom to support students					
Maintains a collegial relationship with the teacher and the liaison					
Comments:					

Accurate Records

Rating	1	2	3	4	NA
Assists liaison in maintaining a portfolio of student work samples					
Provides input regarding IEP goals and objectives based on data collection and observations					
Maintains a daily schedule for the student					
Provides assistance as needed in collecting data for evaluations (annual, three year, Functional Behavior Assessment, etc.)					
Comments:					

Quality Instructional Support:

Rating	1	2	3	4	NA
Provides appropriate scaffolding according to IEP accommodations					
Provides organized, systematic remedial strategies to support instruction					
Supports multisensory teaching approach					
Supports continuity, structure, and follow up within the classroom					
Supports large and small group instruction					
Assist the teacher with preparation of teaching materials during appropriate times (example: when a student is at therapy session)					

Monitors/supervises playground and lunch activities					
Assists students with self help skills (i.e. toileting, feeding, dressing, grooming) based on student development					
Comments:					

Positive Student Relationship

Rating	1	2	3	4	NA
Establishes and maintains professional rapport with students					
Shows compassion and understanding to individual student needs					
Communicates expectations in a positive, clear, and concise manner					
Comments:					

Incorporates Modifications/Alternative Lessons

Rating	1	2	3	4	NA
Implements modifications with the teacher and liaison direction					
Follows modifications regarding assignments and assessments as written in the IEP					
Utilizes adaptive equipment as needed					
Comments:					

Behavior Management Techniques

Rating	1	2	3	4	NA
Completes Safety Care Training and implements strategies					
Collects and records data					
Remains neutral and calm during crisis intervention					
Writes objective descriptions following crisis event					
Implementing behavior plan protocols					
Comments:					

X _____ Date: _____
Principal

X _____ Date: _____
Staff Member (signature indicates receipt of evaluation)

Appendix D – Forms

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Authorization Form: Dues Deduction

I hereby authorize the Manchester Essex Regional School District, School Committee and its agent to deduct the dues for the local, state, and national teachers' associations.

I understand that the specific amount of the current fees of the local (META), state (MTA), and national (NEA) associations shall be certified to the Committee by the META Treasurer each school year.

The deductions shall be made in accordance with the Agreement between the Association and the School Committee.

I understand that I must give at least sixty (60) days' notice to the Committee through the Office of the Superintendent, which must be received no later than June 30 to withdraw my authorization for the subsequent school year.

I understand that I am obligated to pay the full annual dues for each year.

Signature

Date

RIF Waiver Form

To: _____

From: _____

SUBJECT: EMPLOYMENT STATUS WAIVER – INVOLUNTARY LEAVE OF ABSENCE

This is to notify you that the MERSD School Committee intends to vote on your employment status on _____ consistent with the notification you have already received dated _____.

You shall be considered on involuntary unpaid leave of absence and eligible for recall pursuant to the Contract if you execute this waiver form. Executing this waiver shall also protect your professional teacher status, seniority, and contractual benefits during the recall period. You shall assume full cost of any optional insurance program for the duration of this leave effective July 1 following its approval. Also, should you wish to be given preference on the Substitute List during the recall period, you should notify the Office of the Superintendent.

Your layoff has been caused by severe budgetary constraints and/or student enrollment decreases and in no way reflects upon your years of satisfactory service as a member of our staff.

If you intend to elect involuntary unpaid leave of absence, please sign and return this form to the Office of the Superintendent by _____. If we do not receive a signed form by this date, we shall assume that you do not wish to accept involuntary leave of absence status. The MERSD School Committee shall then undertake dismissal procedures pursuant to General Laws Chapter 71, Section 42.
WAIVER

In consideration of treating my layoff as an involuntary unpaid leave of absence, I hereby agree not to exercise any present or future rights that I have under the applicable law and relieve the MERSD School Committee of any obligation it may have to comply with said statutes with respect to this layoff to be effective September 1, 20 _____. I understand that, by accepting this involuntary unpaid leave of absence, I shall retain all rights, seniority, and other contractual benefits in lieu of dismissal. I shall assume full cost of any optional insurance program for the duration of this leave effective July 1 following its approval. If I am not recalled during this leave, I understand that the Committee shall vote on my dismissal pursuant to applicable law at the end of the involuntary leave of absence, and I hereby waive any rights I may have under applicable law with respect to the MERSD School Committee’s action at that time.

Signature

Date

Personal Leave Request Form

Manchester Essex Regional School District

Personal Leave Request

Date: _____

Name of Employee: _____

Date(s) of Personal Leave: _____

Principal's Signature: _____

The Principal is responsible for sending the completed form to the Superintendent.

Superintendent's Signature: _____

Sick Leave Bank Repayment Agreement

I have applied or may apply for Worker’s Compensation. If my claim is successful and Worker’s Compensation makes payment for days I was granted by the Bank Committee, I hereby agree to cooperate with the School System to repay and make whole the Sick Leave Bank through repayment to the District from any Worker’s Compensation Settlement for the portion of the days that were retroactively compensated by Worker's Compensation in order that those days and/or portions thereof are restored to the Bank.

Applicant’s Signature

Date

Appendix E – Public Complaints about School Personnel

PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

A Joint Labor-Management Working Group shall be established and shall be comprised of members designated by the Association and members designated by the Superintendent JLMC Working Group shall review the existing parent complaint procedure outlined in Appendix E. The Committee shall have the power to make recommendations for the improvement and/or alteration of the Appendix to the parties for ratification.

Complaints about school personnel will be investigated fully and fairly. However, before any such complaint is investigated, the complainant must submit his complaint in writing. Anonymous complaints will be disregarded.

Whenever a complaint is made directly to the School Committee as a whole or to a Committee member as an individual, it will be referred to the school administration for study and possible solution.

The following procedures are established to ensure that a citizen's complaint is given respectful attention and that the integrity of the educational program is upheld. "Complaint" in this regulation will be restricted in meaning to that criticism of particular school employees which includes or implies a demand for action by school authorities. Other comments and suggestions will be referred informally to affected personnel.

1. If a complaint comes first to the person against whom it is directed, they will listen courteously and will try to resolve the difficulty. In all such cases, the person against whom the complaint is directed shall notify his or her immediate supervisor. If the complaint remains unsatisfied, the employee will refer the complaint to the building Principal or other immediate supervisor to have the complaint considered further.
2. If a complaint comes first to the Principal or other supervisor of the person criticized, they should listen courteously or acknowledge a letter promptly and politely, but should make no commitments, admissions of guilt, or threats. If the complaint involves a particular employee, the supervisor may suggest a conference between the complainant and the person criticized and should inform that person immediately of the complaint. If a complainant has already met with the person criticized and remains unsatisfied, the supervisor should invite the complainant to file the complaint in writing.
3. If a complaint comes first to any other school employee, that employee will refer the complainant to the person criticized and his or her Principal.
4. No further action on the complaint should be taken unless the complainant submits the complaint in writing.
5. When a written complaint is received, the Principal or other supervisor will schedule a conference with himself, or herself, the complainant, the person criticized or other personnel that either the supervisor or the person criticized feels could contribute to resolution of the problem.

6. If the complainant is not satisfied with the results of the conference above, he or she should then be referred to the Superintendent, who may handle the complaint personally or refer it to other personnel, as he or she may see fit.
7. Should dissatisfaction remain after the above steps have been taken, a parent or community member can always raise the issue at a public meeting of the Manchester Essex Regional School Committee.

MERSD Problem Solving Process Quick Guide

MERSD is committed to meeting the needs of all of our students and promoting student self-advocacy at developmentally appropriate ages. If a situation arises where a student or parent/guardian has an academic, social emotional, or behavioral concern, the following Problem Solving Process should be followed.

Elementary Level

STEP ONE: When a parent has a concern, it is important that the parent first begin with the staff member most closely associated with the situation. By placing a phone call to the main office, the parent can leave a message with the appropriate staff member. Details are listed below:

- Academic or social concern – Classroom Teacher
- Social/Behavior concern (within the classroom) – Classroom Teacher
- Behavior concern (recess) – Classroom Teacher
- Bus concern – Bus Driver / Adjustment Counselor
- Lunchtime/recess concern – Adjustment Counselor
- Specialist class concern – Specialist Teacher: Art, Foreign Language, Library, Music, PE/Health, Technology

STEP TWO: After meeting with the appropriate staff member, most situations can be resolved or explained. If the parent continues to have concerns, the next step would be to meet with the next tier of support as outlined below. By placing a phone call to the main office the parent can leave a message with the appropriate staff member:

- Academic or Social Concern – Adjustment Counselor
- Behavior concern (within the classroom) – Adjustment Counselor
- Behavior concern (Recess) – Adjustment Counselor
- Bus concern – Principal
- Lunchtime/recess concern – Principal
- Specialist class concern – School Adjustment Counselor

STEP THREE: If steps one and two are unsuccessful at rectifying the situation satisfactorily, a phone call or meeting with the principal may be necessary. Parents should contact the school secretary to schedule a time to speak with the principal on the phone or in person.

Middle School Level

STEP ONE: When a parent has a concern, it is important that the parent first begin by encouraging his/her child to speak with the staff member most closely associated with the situation. If this is unsuccessful at rectifying the situation, the parent may address the staff member most closely associated with the situation. Parents should expect a response within two school days. Details are listed below:

- Academic or Social Concern (Classroom) – Classroom Teacher
- Social/Behavioral (Outside of Classroom) – Adjustment Counselor / Dean of Students
- Bus concern – Bus Driver/Dean of Students
- Lunchtime Concern – Adjustment Counselor / Dean of Students

- Exploratory Concern – Art, Foreign Language, Library, Music, PE/Health, Technology Teacher

STEP TWO: After communicating with the appropriate staff member, most situations can be resolved or explained. If the parent continues to have concerns, the next step would be to meet with the next tier of support as outlined below. By placing a phone call to the main office the parent can leave a message with the appropriate staff member.

- Academic or Social Concern (Classroom) – Department Head
- Social/Behavioral (Outside of Classroom) – Dean of Students
- Bus concern – Dean of Students /Principal
- Lunchtime concern – Dean of Students / Principal
- Exploratory Concern – Dean of Students / Principal

STEP THREE: If steps one, two and three are unsuccessful at rectifying the situation satisfactorily, a phone call or meeting with the principal may be necessary. Parents should contact the school secretary to schedule a time to speak with the principal on the phone or in person.

High School Level

STEP ONE: When a student has a concern, it is important that the student first begin with the staff member most closely associated with the situation. Details are listed below:

- Academic Concern (Classroom) – Classroom Teacher
- Social/Behavior Concern (Outside of Classroom) – Guidance Counselor / Dean of Students
- Bus concern – Bus Driver/Dean of Students/Guidance Counselor
- Lunchtime Concern – Guidance Counselor / Dean of Students
- Athletics Concern – Coach/Athletic Director

STEP TWO: When a parent has a concern, it is important that the parent first begin by having their child speak with the staff member most closely associated with the situation (step one, above). If step one is unsuccessful at rectifying the situation, the parent may address the staff member most closely associated with the situation. Parents should expect a response within two school days. Details are listed below:

- Academic or Social Concern (Classroom) – Classroom Teacher
- Social/Behavioral (Outside of Classroom) –Guidance Counselor / Dean of Students
- Bus concern – Bus Driver//Dean of Students
- Lunchtime Concern – Guidance Counselor / Dean of Students
- Athletics Concern – Coach/Athletic Director

STEP THREE: After communicating with the appropriate staff member, most situations can be resolved or explained. If the parent continues to have concerns, the next step would be to meet with the next tier of support as outlined below. By placing a phone call to the main office the parent can leave a message with the appropriate staff member.

- Academic or Social Concern (Classroom) – Department Head

- Social/Behavioral (Outside of Classroom) – Dean of Students
- Bus concern – Dean of Students /Principal
- Lunchtime concern – Dean of Students / Principal
- Athletics Concern – Coach/Athletic Director

STEP FOUR: If steps one, two and three are unsuccessful at rectifying the situation satisfactorily, a phone call or meeting with the principal may be necessary. Parents should contact the school secretary to schedule a time to speak with the principal on the phone or in person.

Appendix F

POLICY CONCERNING DRUGS AND ALCOHOL

The Manchester Essex Regional School Committee recognizes the complexity and seriousness of personal and societal problems resulting from drug and alcohol abuse. Drug and alcohol abuse can destroy the lives of individuals and erode the fabric of a community. While the Committee believes that those who are afflicted by substance abuse should be aided in dealing with this problem, use of controlled substances and use of alcohol in certain ways are crimes under Massachusetts law, and criminal conduct within the schools will not be tolerated. At a minimum, mere possession of either drugs or alcohol in, or within certain distances of, public schools not only violates school district policy, but is a crime in itself. It is not the responsibility of the school to advise students or School District personnel of the laws and legal penalties pertaining to controlled substances and illegal use of alcohol. Those who violate the law do so at their peril and must bear the consequences of their actions. In enacting this policy, it is the intent of the Committee to safeguard the well-being of the majority; to assist those who will benefit from substance-abuse counseling; to hold individuals responsible for their own conduct; and to make the consequences of offending conduct clear and certain.

As used in this policy, the word, "drugs" means any controlled substance as defined in Massachusetts General Laws, Chapter 94C, including, but not limited to, marijuana, cocaine and heroin, as well as over-the-counter or prescription medications used in ways for which they were not intended and commonly-available substances used in ways for which they were not intended. The word, "alcohol" means any alcoholic beverage. The phrase, "School District personnel" means any employee of the Manchester Essex Regional School District whose primary place of work is within the schools, as well as any individual acting in a recognized volunteer capacity in connection with school or school-sponsored activities. The phrase, "school-sponsored activity" means any activity conducted under the auspices of the Manchester Essex Regional School District which involves students or takes place at a location in which students are, or may reasonably be expected to be, present. The phrase, "administrator" means any or all of the following: the Superintendent of Schools, Assistant Superintendents or Curriculum Director, Principals, Assistant Principals, and Director of Special Education.

A. Policy Applicable To Students

1. While engaged in any school-sponsored activity, students may not:
 - a. Possess, use, distribute or be under the influence of, any controlled substance as defined in Massachusetts General Laws, Chapter 94C, including, but not limited to, marijuana, cocaine and heroin. Such activity constitutes a serious crime under Massachusetts law.
 - b. Possess, use or distribute over-the-counter or prescription medications or commonly available substances for use in ways for which they were not intended.
 - c. Possess, use or distribute any alcoholic beverage nor be under the influence of any alcoholic beverage.

2. In the event that any school personnel receive a complaint or report concerning an alleged violation by a student of any portion of the preceding paragraphs A.1.(a) through (c) or has reason to believe such violation may have occurred, such school personnel shall immediately refer the matter to the building administrator for further inquiry or investigation. School personnel have a duty to comply with this provision.
3. Upon completion of the investigation, should the administrator determine that any violation of paragraphs A.1.(a) through (c) has occurred, penalties to the student will occur. These penalties will be cumulative during the student's enrollment in the Manchester Essex Public Schools. The following are penalties which apply to students:
 - a. For a first offense involving drugs or alcohol or both, the student's parents will be notified and police authorities will be notified. In the discretion of the building administrator, the student may be expelled from the school. If the student is not expelled, the student will be suspended from school for a period of up to five days. Student participation in a recognized substance abuse program will be considered in determining the length of the suspension. The student will be readmitted to school only after a meeting among the student, the student's parent(s) or guardian and appropriate school personnel, as determined by the principal. This meeting will include discussion and formulation of a long-term treatment program for the student. If appropriate, a request for an investigation under Massachusetts General Laws Chapter 119, sec.51A will be filed with the Massachusetts Department of Social Services.
 - b. For a second offense involving drugs or alcohol or both, the student may be expelled from school at the discretion of the principal. The student's parents will be notified and police authorities will be notified. If the student is not expelled, the student will be suspended from school for up to ten days. Student participation in a recognized substance abuse program will be considered in determining the length of the suspension. The student will be readmitted to school only after a meeting among the student, the student's parent(s) or guardian and appropriate school personnel, as determined by the principal. This meeting will include discussion, formulation and adoption of a long-term treatment program for the student. In order to remain in school, the student must provide evidence of participation in the treatment plan on an ongoing basis. The student and the student's parents or guardian will be advised that any subsequent offense by the student will result in expulsion. They will also be advised that expulsion carries with it the legal requirement that should the student enroll in another public school, the Manchester Essex Regional School District is required by law to advise the receiving school of the reason for expulsion. If appropriate, a request for an investigation under Massachusetts General Laws Chapter 119, sec. 51A will be filed with the Massachusetts Department of Social Services.
 - c. Upon a third offense involving drugs or alcohol or both, the student will be expelled from the Manchester Essex Regional School District.

B. Policy Applicable To Manchester Essex Regional School District Personnel

1. While engaged in any school-sponsored activity, school district personnel may not:
 - a. Possess, use, distribute or be under the influence of any controlled substance as defined in Massachusetts General Laws, Chapter 94C, including, but not limited to, marijuana, cocaine and heroin.
 - b. Possess, use or distribute over-the-counter or prescription medications or commonly- available substances for use in ways for which they were not intended;
 - c. Possess, use or distribute any alcoholic beverage nor be under the influence of any alcoholic beverage.
 - d. Procure, distribute, or in any way provide to students any alcoholic beverage, any controlled substance as defined in Massachusetts General Laws, Chapter 94C, or any over-the-counter or prescription medications or commonly- available substances for use in ways for which they were not intended.
2. In the event that any administrator receives a report concerning a violation by school district personnel of any portion of the proceeding paragraphs A.2 and B.1.(a) through (d) or has reason to believe such violation may have occurred, the administrator shall proceed to investigate the complaint in accordance with the procedures set forth in School District Policy KLD or its successor.
3. Upon completion of the investigation, should the administrator determine that any violation of paragraphs A.2 or B.1.(a) through (c) has occurred, the administrator will issue sanctions against the individual or individuals involved, which include, but are not limited to, a verbal or written reprimand, suspension with or without pay and termination of employment. In cases in which a violation of paragraphs B. 1. (a) or B. 1. (c) has occurred, police authorities will be notified. Should the administrator determine that any violation of paragraph B.1. (d) has occurred, police will be notified and the employment of the school district personnel will be terminated.
4. Should an administrator have reason to believe that any school district personnel suffer from a problem with drugs or alcohol, the administrator is encouraged to advise such individual or individuals of the Towns of Manchester and Essex Employee Assistance Programs, a confidential assistance program which is available to employees of the Towns of Manchester and Essex and their families, or of other assistance programs and encourage such school district personnel to seek assistance.

Appendix G

Side Letter Agreement on Harassment Policy

The MERSDSC has agreed to address the concerns raised by META concerning the length of time the MERSDSC maintains certain records resulting from a harassment investigation. The MERSDSC shall address those concerns in the following manner:

1. If the harassment investigation centers on allegations of harassment of a student by an employee, the records shall be kept until the student turns twenty-one (21) years old.
2. If the harassment investigation centers on allegations of harassment of an employee by another employee, the records shall be kept for a period of seven (7) years from the date of the investigation's conclusion or when any litigation or charges concerning the alleged harassment have been resolved, settled, or decided, whichever comes first, unless specific state or federal legislation requires longer record retention periods.
3. All records except for any disciplinary actions shall be kept in the Title IX files.
4. By reaching this Agreement the School Committee is not agreeing that its policies are subject to negotiations.