

Memorandum of Understanding  
Between the  
FRANKLIN PIERCE SCHOOL DISTRICT  
And the  
FRANKLIN PIEREC EDUCATION ASSOCIATION

The District and the Association agree to the following language and process to compensate certificated educators who are co-teaching a class in overload.

**Background:**

When the parties concluded negotiations in the spring of 2025, the updated Collective Bargaining Agreement (CBA) did not include information about the handling of overloaded classrooms with a co-teaching model in either section 25.2 (Elementary Limits) or 25.3 (Secondary Limits).

**Existing language (in both relevant sections):**

Employees will automatically receive overload pay at the rate of \$450 for each month they are in overload based on the monthly enrollment counts, beginning with the October enrollment count. Alternatively, the employee may request one of the following remedies from building administration, and the administrator will respond within five (5) working days:

- a. One hour of paraeducator assistance per day based on availability;
- b. Release time of one-half day every other week;
- c. Other remedies as agreed to between the employee and the principal.

The employee shall not be required to provide overage documentation to receive pay under this section.

**Language to be added via this MOU (for both relevant sections):**

In the event a class/section with a "co-teach" model is in overload, both employees (regardless of which name/s is/are on the official class roster) will automatically receive \$300 for each month they are in overload based on the monthly enrollment counts, beginning with the October enrollment count. Alternatively, the employee may request one of the following remedies from building administration, and the administrator will respond within five (5) working days:

- a. One hour of paraeducator assistance per day based on availability;
- b. Release time of one-half day every other week;
- c. Other remedies as agreed to between the employee and the principal.

The employee shall not be required to provide overage documentation to receive pay under this section.

**Additional Consideration:**

Employees in co-teach arrangements who were not compensated for months in overloaded co-teach classrooms during the fall of 2025 shall be "made whole" with back payment of \$450/month until this MOU goes into effect. Once the MOU is in effect, impacted employees in relevant situations will receive \$300/month moving forward as per the language listed above.

Upon expiration of the current CBA on August 31, 2028, the content of this MOU will be included as existing contract language, modifiable via the standard negotiation process.

**Franklin Pierce School District:**

By: Brandy Marshall Date: 12/16/25  
Brandy Marshall, Executive Director  
of Human Resources and Business Services

**Franklin Pierce Education Association:**

By: [Signature] Date: 12/16/25  
Anneliese Kellogg, FPEA President