

Memorandum of Agreement

Whereas the Agawam School Committee (hereinafter referred to as “Committee”) and the Agawam Education Association (hereinafter referred to as “Association”) are parties to a collective bargaining agreement; and

Now therefore, the parties agree as follows:

1. The Association filed grievances on behalf of Dom Costanzi (hereinafter referred to as “Costanzi”) and Michael Peterson (hereinafter referred to as “Peterson”) regarding their column placement. More specifically, the Association submitted that Costanzi and Peterson should have been placed on MA+15 effective February 1, 2020.
2. In order to avoid the time and expense associated with litigation, the parties agree to the following terms.
3. The Committee shall place Costanzi and Peterson on the MA+15 column retroactive to February 1, 2020. In addition, the Committee shall allow other bargaining unit members, employed as of January 1, 2021, to use additional graduate credits that were earned before the applicable degree, as part of the degree program, and/or while participating in the degree program provided said bargaining unit members submit said credits to the Superintendent no later than dates contained in the collective bargaining agreement.
4. In order to clarify the current collective bargaining agreement language, the Association and Committee agree that in regard to any bargaining unit member, hired after January 1, 2021 who requests to move to another column on the salary schedule, said request must be based upon graduate credits that were earned after the relevant Degree was earned, with the exception of graduate credits earned as part of the relevant Degree program. Therefore, credits earned as part of the degree program would count toward column movement. However, additional credits outside of the Degree program would not count toward column placement, if those credits were earned before the completion of the relevant degree. For example, if an individual earned a Master’s Degree and had an additional seven (7) credits at the time of earning said Degree, the credits would not count toward the MA+15 column.
5. For all bargaining unit members, in cases where the course is mandated by the State or the District and the individual takes the course for college credit, the individual may apply the credits obtained for movement on the salary regardless if those credits were earned before or after the Master’s Degree. For example, an individual with a Bachelor’s Degree is required by the District to attend a college course that is outside of his/her Master’s program. He/she may count those credits towards movement to the MA+15 column.
6. The Association agrees to withdraw the two grievances referenced above and to refrain from filing any other action regarding the subject matter of this Memorandum of Agreement.
7. This Memorandum of Agreement shall be considered to be a part of the parties’ current collective bargaining agreement and shall be made a part thereof. In addition, the terms contained in Section 4 above shall be automatically incorporated into the parties’ next collective bargaining agreement, unless otherwise negotiated by the parties.

8. There are no other understandings, either verbal or written, between the parties to this Memorandum of Agreement.

On behalf of the Agawam School Committee:

Date: 2/11/21

Shelley Hoff
Superintendent of Schools

On behalf of the Agawam Education Association, Unit A:

Date: 2/11/21

Patrick J. Rivers
AEA President

John L. Brantford
AEA Executive Director