

**AGREEMENT**

**BETWEEN**

**THE MARSHFIELD SCHOOL COMMITTEE**

**AND**

**MARSHFIELD EDUCATION ASSOCIATION**

**September 1, 2015 – August 31, 2018**

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**MASTER AGREEMENT  
SCHOOL COMMITTEE  
MARSHFIELD, MASSACHUSETTS  
AND  
MARSHFIELD  
EDUCATION ASSOCIATION**

**2015 -2018**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, **2016** by the **SCHOOL COMMITTEE OF THE TOWN OF MARSHFIELD, MASSACHUSETTS** (hereinafter sometimes referred to as the Committee) and the **MARSHFIELD EDUCATION ASSOCIATION** (hereinafter sometimes referred to as the Association).

**WITNESSETH**

Whereas the Committee and the Association, in the manner and to the extent provided in this Agreement desire to enter into an agreement relating to the professional employees covered by this Agreement, as indicated in Article I;

Now, therefore, in consideration of the mutual agreements contained herein and the performance by each of the parties to this Agreement of all the provisions and obligations hereinafter set forth, the Committee and the Association, for itself and as the representative of the Professional Employees, hereby mutually and jointly agree as follows:

**PREAMBLE**

Recognizing that our prime purpose is to provide education of the highest quality possible for the children of Marshfield, and that good morale within the teaching staff of the Marshfield School System is essential to achievement of that purpose, we, the undersigned parties to this AGREEMENT, declare that:

- a) Under the laws of Massachusetts the Committee, elected by the citizens of Marshfield, has final responsibility for establishing the educational policies of the public schools of Marshfield;
- b) The Superintendent of Schools of Marshfield (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
- c) The teaching staff of the public schools of Marshfield has responsibility for providing in the classrooms of the schools, education of the highest possible quality;

- d) Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so
- e) To give effect to these declarations, the following principles and procedures are hereby adopted.

**ARTICLE I  
RECOGNITION**

- 1.1 For purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the following noted professional employees of the Marshfield School System:

**Unit A**

All professional employees of the Marshfield School Department (as such employees are defined in Chapter 150E, Section 1 of the General Laws of Massachusetts) excepting, however, the following:

- Superintendent of Schools
- Assistant Superintendent of Schools
- High School Principal
- Junior High School Principal
- Middle School Principal
- Non-Teaching Assistant Principals
- Elementary School Principals
- Dean of Students
- Director of Special Education/Business Manager
- Director of Elementary Curriculum/Athletic Director

**Unit B**

School Nurses

**Unit C**

Technology

- 1.2 Except as specifically abridged, delegated, granted, or modified by this Agreement or any supplement thereto, or by Chapter 150E of the General Laws of Massachusetts, all the rights,

powers, and authority held by the Committee prior to the effective date of said Agreement are retained by the Committee, and the exercise of said rights, powers, and/or authority shall not be subject to the grievance procedure and/or arbitration.

## **ARTICLE II NEGOTIATION PROCEDURE**

- 2.1 Not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a Successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours, and other conditions of employment. Such negotiations will include, but not be limited to, the handling of grievances, salaries, fringe benefits, specialists, class size, teaching hours and teaching load, performance of non-teaching duties, teacher facilities, use of school facilities, teaching assignments, transfers, filling of vacancies, promotions, textbooks, summer school and evening school programs, teacher evaluation, protection of teachers, sick leave, leaves of absence, accident benefits, health services, teaching materials, professional development and educational development. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and the Association.
- 2.2 During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. As of the time it is available to the Committee, the Committee will provide the Association with a complete tentative line budget for the next fiscal year as well as preliminary budgetary proposals, requirements and allocations. The Committee will make available to the Association for inspection all pertinent records of the School System. Either party may, if it desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 2.3 If the negotiations described in this Article reach an impasse, the procedures described in Chapter 150E will be followed.

## **ARTICLE III GRIEVANCE PROCEDURE**

### **Section A - Definitions**

1. A grievance is hereby defined to mean a complaint by the School Committee, a teacher, or a group of teachers that there is a violation of a provision of this Agreement or a dispute involving the welfare or conditions of employment of a teacher or a group of teachers with respect to the interpretation, meaning, or application of a provision of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.
2. An "Aggrieved Person" is the person or persons making the claim.

3. A "Party In Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. School days shall remain the operative measure of time from the day school opens for teachers through June 14; on June 15 through to the day prior to the opening of school for teachers, the measure shall be calendar days.

### **Section B - Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers.

The Association is cognizant of the General Laws of the Commonwealth relating to the powers and duties of the School Committee and other laws that affect municipal employees.

Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as MAXIMUM, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

### **Section C - Procedure**

1. **Level One** - The grievance shall be in writing and discussed by the aggrieved employee and, at the employee's request, a member of the Professional Rights and Responsibilities Committee of the Association and the immediate supervisor. The immediate supervisor shall answer the grievance, in writing, within seven (7) days of receipt of the written grievance or the close of the Level One discussion, whichever is later.
2. **Level Two** - Should the grievance remain unresolved, it shall, at the grievant's option, be referred to the Superintendent within seven (7) days of receipt of the Level One answer. The Superintendent shall hold an informal hearing within seven (7) days of receipt of the referral and shall answer the grievance in writing within seven (7) days of receipt of the referral or the close of the hearing, whichever is later.
3. **Level Three** - Should the grievance remain unresolved, it shall, at the grievant's option, be referred to the Committee within seven (7) days of receipt of the Level Two answer.

The Committee shall hold a hearing to discuss the grievance within ten (10) days following the receipt of the referral and shall answer the grievance in writing within seven (7) days of receipt of the referral or the close of the hearing, whichever is later.

4. **Level Four** - Within five (5) days of its receipt of the answer of the Committee, the Association may present the grievance for arbitration by giving the Committee written notice of its intention to do so. At the expiration of a five (5) day waiting period following such notification, the Association may, within five (5) days thereafter, request arbitration pursuant to the rules and procedures of the American Arbitration Association. The expenses of such arbitration, if any, shall be shared equally by the School Committee and the Association, and the award made shall be final and binding upon the School Committee, the Association, and the aggrieved employee. In no event shall any present or future member of the Committee be required to pay any costs of arbitration under this paragraph from his or her personal resources.
5. **Level Five** - The arbitrator shall be requested to issue a written decision within thirty (30) days following the conclusion of testimony and argument and shall be without power to alter, amend, add to or detract from the language of this Agreement.

The arbitrator shall be without power or authority to make any decision or award violative of the case law or statutory law of the Commonwealth of Massachusetts or of the United States, or which requires the commission of an act prohibited by law, or which violates any of the terms of this Agreement. Notwithstanding any provision of this Agreement to the contrary, the Arbitrator shall be without power or authority to make a decision which exceeds his jurisdiction and authority under Massachusetts General Laws, Chapter 150C and/or this Agreement, or orders any remedy to be effective more than fifteen (15) days prior to the filing of the written grievance concerned or the date the aggrieved employee should reasonably have had first knowledge of such occurrence. In reaching his decision, the Arbitrator shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein (subject to evidence or proof or a contrary intention of the parties at the time the Agreement was negotiated) and the principle that there are no restrictions intended upon the rights, responsibilities or authority of the Committee provided by law. The decision shall be final and binding on both parties and any aggrieved employee(s).

6. In the absence of a response to a grievance processed at any level of the procedure, the Association may move the grievance to the next level following the expiration of the time limit for the response.

#### **Section D - Waiver of Grievance Procedure**

1. If, at the end of fifteen (15) days next following the occurrence of any grievance, or the date of the first knowledge of this occurrence by any employee affected by it the grievance shall not have been presented at Level One if an individual grievance filed pursuant to Section C (1) above, or at Level Two if a group or class grievance filed pursuant to Section F (1) below, the grievance shall be deemed to have been waived, and any grievance in course under such procedure shall also be deemed to have been waived



if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefor by the said Section C.

**Section E - Rights of Teachers to Representation**

1. No reprisals of any kind shall be taken by the School Committee or by any member of the Administration against any party-in-interest, any school representative, or any member of the Professional Rights and Responsibilities Committee or any other participant in the grievance procedure by reason of such participation.
2. Any party-in-interest may be represented at all stages of the grievance procedure by a person of his/her own choosing. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

**Section F - Miscellaneous**

1. If, in the judgment of the Professional Rights and Responsibilities Committee a grievance affects a group or class of teachers, the Professional Rights and Responsibilities Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will commence at Level Two.
2. Decisions rendered at Levels One, Two, and Three of the Grievance Procedure shall be in writing setting forth the decision and the reasons therefor and will be transmitted promptly to all parties-in-interest and to the Chairman of the Professional Rights and Responsibilities Committee, or his/her designee.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. In the event a grievance extends into a period after the normal school year, all periods of time can be waived in order to expedite completion of the action initiated.
5. Only the Association and not any individual member(s) of Unit A or B may process a grievance to arbitration.

**ARTICLE IV  
SALARIES**

- 4.1 The salaries of all persons covered by this Agreement are set forth in Appendix "A" and "C" attached hereto and made a part hereof to include:

|                            |         |
|----------------------------|---------|
| Teachers Salary Schedules  | A (i)   |
| Ratio Salary Schedule      | A (ii)  |
| Athletic Salary Schedule   | A (iii) |
| Extra Service Schedule     | A (iv)  |
| Nurses' Salary Schedule    | C (ii)  |
| Technology Salary Schedule | A (iv)  |

- 4.2 For the purpose of this Article, Extra Service is defined as one in which compensation is received or may be received under the terms of this Agreement.
- 4.3 Teachers may be paid in twenty-one (21) equal installments during the school year, or in twenty-six (26) equal installments during the calendar year beginning September 1. The Administration shall distribute a form to each teacher prior to the close of school in June requesting each teacher to select a salary payment schedule for the following school year. Teachers who do not indicate a selection by the close of the school year shall be paid in twenty six (26) equal installments during the calendar year beginning September 1. Those teachers who elect to be paid in twenty-six (26) equal installments will be paid every second week unless such persons request, prior to May 1 of the contract year, to receive all deferred payments in one lump sum on the last day of their required attendance in school.
- 4.4 The Committee agrees to adopt the following individual contracts as included in Appendix "B" and "C":
- |                               |  |
|-------------------------------|--|
| Teachers' Initial Contract:   | Teachers Without Professional Teacher Status |
| Teachers' Long Term Contract: | Teachers With Professional Teacher Status    |
| Administrators' Contract      |  |
| Nurses' Contract              |  |
- 4.5 Salaries covered by Appendix A (iii) and A (iv) will be paid in one payment upon satisfactory completion of the activity as certified by the supervisor. Such payment shall be made by a check separate from the regular teaching salary.
- 4.6 If a new position covered by this Agreement is established, the Committee will negotiate with the Association over the proper salary prior to permanently filling such position.
- 4.7 If there is any substantial change in the duties of any existing position covered by this Agreement, the Committee will negotiate with the Association regarding possible modification in the salary for such position prior to permanently changing said duties.
- 4.8 For the duration of this 2015-2018 Agreement, it is agreed that the salaries in Appendix A (iii) (Athletic Salary Schedule) shall be computed by applying the appropriate percentage to a minimum salary of \$35,709.

**ARTICLE V  
TEACHING HOURS AND TEACHING LOAD**

- 5.1 The workday for all teachers shall be no more than seven and one-half (7½) hours.
- (a) On non-early release days, days other than Fridays and days preceding a holiday or vacation, teachers at the Furnace Brook Middle School and the High School will report fifteen (15) minutes before student starting times and will remain ten (10) minutes after student dismissal times.
- (b) On non-early release days, days other than Fridays and days preceding a holiday or vacation, elementary teachers will report ten (10) minutes before student starting times and will remain ten (10) minutes after student dismissal times.

- (c) At each elementary school including kindergarten there shall be a fifteen (15) minute recess in the morning and a fifteen (15) minute recess in the afternoon except as provided as follows: For grades one through five one thirty (30) minute recess, or one ten (10) minute recess and one twenty (20) minute recess may be substituted for the two (2) fifteen (15) minute recesses, at the discretion of the Superintendent or his designee after consultation with appropriate faculty and Association representatives. Other alternative scheduling of the total thirty (30) minute recess time per day may be agreed upon by the parties to the Master Agreement. On early dismissal days one fifteen (15) minute recess shall be available if teachers wish to have their students participate in recess. In such event, supervision of recess shall be consistent with supervision of recess on other days.
- (d) On days when weather is sufficiently inclement to consider closing of school, serious consideration will be given to delayed opening of school before canceling classes for the day. It is understood that the decision to cancel or delay the opening of school due to inclement weather shall not be subject to the grievance and arbitration provisions of this Agreement.
- (e) The normal starting and dismissal times for students at Marshfield High School shall be 7:15 A.M. and 1:47 P.M. The normal starting and dismissal times for students at Furnace Brook Middle School shall be 7:40 A.M. and 2:20 P.M. The normal starting and dismissal times for students at the "early" elementary schools shall be 8:20 A.M. and 3:00 P.M. The normal starting and dismissal times for students at the "late" elementary schools shall be 8:50 A.M. and 3:30 P.M. The elementary schools assignments to an "early" or "late" schedule will alternate on an every other year rotation.
- (f) Early dismissal times for students at Marshfield High School shall be 11:05 A.M. Early dismissal times for students at Furnace Brook Middle School shall be 11:55 P.M. Early dismissal times for students at the "early" elementary schools shall be 12:45 P.M. Early dismissal times for students at the "late" elementary schools shall be 1:15 P.M.
- (g) The morning sessions of kindergarten at the "early" elementary schools shall be from 8:20 A.M. until 11:10 A.M. The morning sessions of kindergarten at the "late" elementary schools shall be from 8:50 A.M. until 11:40 A.M. The afternoon sessions of kindergarten at the "early" elementary schools shall be from 12:05 P.M. until 3:00 P.M. The afternoon sessions of kindergarten at the "late" elementary schools shall be from 12:35 P.M. until 3:30 P.M. On early release days the morning sessions of kindergarten at the "early" elementary schools shall be from 8:20 A.M. until 12:45 P.M., and the morning sessions of kindergarten at the "late" elementary schools shall be from 8:50 A.M. until 1:15 P.M.
- (h) The starting and dismissal times for students may be changed by the Committee; provided however, that no such change in starting and/or dismissal times shall increase the length of the teacher's total teaching time during any given workday and, provided further, no such change shall increase the length of the teacher's total workday. The parties agree any change in the length of daily teaching time or in the length of the workday shall be accomplished pursuant to and consistent with the parties Memorandum on Time and Learning dated November 20, 1997.

- 5.2 Teachers may leave school at the regular student dismissal times on Fridays and the day preceding a holiday or vacation. In addition, teachers may leave school at the regular student dismissal time on days when teachers are required to return to school in the evening pursuant to paragraph 5.7 of this Article. Educators participating in the Advisory Program at the High School may leave at the end of the regular two block exam schedule, on each of the four (4) days during Final Week, unless they must administer any final examinations that extend beyond that time such as make-up exams, and unless they must complete any remaining professional responsibilities such as attending IEP meetings.
- 5.3 Personnel other than classroom teachers will work at their assigned tasks for at least the length of the regular teacher's workday. It is recognized, however, that the proper performance of their duties may, on occasion, require these persons to work longer than the normal working day. The exact daily schedule will be worked out on individual basis between the individual concerned and his/her immediate building principal to the mutual satisfaction of both parties, but in no event shall it be more than one (1) hour longer than the length of the regular pupil day.
- 5.4 Subject to the provisions of paragraph 5.5 below, the work year for teachers (other than new personnel who may be required to attend additional orientation sessions) will be no earlier than September 1 and terminate no later than June 30, but shall in no event be longer than five (5) days more than the number of days when pupils are required to be in attendance by state law. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days on which teachers' attendance is required.
- 5.5 Members of the professional staff on the Ratio Salary Schedule shall work the period of time as stated on said Schedule under a plan agreed upon with the Superintendent.
- 5.6 Teachers may be required to remain after the end of the regular pupil day without additional compensation for up to one (1) hour to attend the following:
- (a) Staff meetings -
    - (1) One day of each month - Faculty meeting called by the building principal.
    - (2) One day of each month (September to June), the Furnace Brook Middle School and High School students shall be dismissed as close to 12:30 p.m. as possible to permit **ALL** teachers to participate in In-Service Curriculum meetings.
    - (3) One day of each month - Department meetings called by the Department Head.
  - (b) Detentions - At the secondary level to be figured on the basis of one hundred eighty (180) days divided by the number of teachers eligible for this duty.
  - (c) Late bus supervision - Not to exceed one (1) day per week at the secondary level.

(d) At the elementary level, the Teaching Assistant Principal will handle the late busses.

- 5.7 (a) Every elementary school building is to be open and the professional staff at their respective places of assignment one (1) evening at the halfway mark of the first grading period, and one (1) evening during the week immediately following the issuance of the three (3) progress reports. Such open meetings shall be of two (2) hours' duration and shall not normally begin before six o'clock (6:00) p.m. The exact times for these meetings shall be determined through consultation between the teaching staff and the building principal.
- (b) Each of the High School and the Furnace Brook Middle School is to be open, and the professional staff at their respective places of assignment one (1) evening early in the first grading period, two (2) evenings immediately following the issuance of the first report cards (High School) or progress reports (Furnace Brook Middle School), one (1) evening immediately following the issuance of the second report cards (High School) or progress reports (Furnace Brook Middle School), and one (1) afternoon immediately following the issuance of the third report cards (High School) or progress reports (Furnace Brook Middle School). The evening meeting early in the first grading period shall not normally begin before six o'clock (6:00 p.m.) nor begin later than six thirty (6:30) p.m. Meetings during the first marking period and immediately after the issuance of the first report cards/progress reports shall be conducted for two (2) hours during the evening and shall begin at six o'clock (6:00) p.m. The meeting immediately following the issuance of the second report cards shall be for two and one-half (2 1/2) hours during the evening and shall begin at six o'clock (6:00) p.m. Any changes in the times for these meetings shall be made only if there is a time mutually agreed to by the teaching staff and the building principal.

The afternoon meeting immediately following issuance of the third report cards shall be up to two (2) hours beyond the time of student dismissal at the discretion of the building principal.

- (c) The Committee agrees it will schedule the afternoon conferences in paragraph (b) above as early release days.
- (d) The Office of the Superintendent and members of the administrative staff shall prepare a calendar of openings for publication. In order to permit parents with children at different levels to visit as many schools as possible, schools should not be open on the same evening. A staggered schedule should be established so that no one school will be open the same day of the week, thus providing the professional staff the opportunity of required attendance at courses in which they may be enrolled.
- (e) Attendance at all other evening events and meetings shall be at the option of the individual teacher.

5.8 Teachers and nurses shall have a duty-free lunch period not less than the length of the regular student lunch period. It is recognized that nurses will be available during their lunch period in the event of a medical emergency.

- 5.9 Classroom teachers shall, in addition to their lunch period, have a teacher planning period during which they will not be assigned to any other duties as follows:
- (a) Elementary Schools - Two Thursday In-Service Sessions per month shall be made available for individual teacher planning time within the duty assigned building.
  - (b) Elementary Music classes shall be forty (40) minutes in length, and elementary Art classes shall be fifty (50) minutes in length.
  - (c) Furnace Brook Middle School - one (1) class period; High School - one (1) block each day.5.10 Furnace Brook Middle School English teachers shall not be assigned to teach more than five (5) class periods per day. High School English teachers shall not be assigned to teach more than five (5) blocks every two (2) days, and shall retain supervisory duties with respect to lunch and study halls. In recognition of this work load, the Committee agrees that it will make a good faith effort not to further increase such workload should additional reductions in staff or programs be required.
- 5.10 The Association and the Committee agree that it is educationally desirable that High School English teachers teach no more than four (4) blocks every two (2) days. Furthermore, both parties recognize the primary importance of maintaining levels of professional staff in all disciplines and related services to students at all levels so as to provide education of the highest quality to the students of Marshfield. In light of the aforementioned primary need to maintain system-wide quality of education, and due to existing budgetary constraints, it is agreed that the Committee may increase the workload of High School English teachers to five (5) blocks every two (2) days. Despite the economic need for such an increase in workload, both parties reaffirm the desirability of a workload of four (4) blocks every two (2) days. In the event that the teaching load of High School English teachers is no more than four (4) blocks every two (2) days, the parties agree that said teachers shall be assigned a conference block or its equivalent in lieu of a fifth teaching block.
- 5.11 Elementary classroom teachers shall have teacher planning time when physical education teachers, art teachers, and music teachers assume responsibility for their classes, and one thirty (30) minute period per week when their classes have library period.
- 5.12 Except as set forth below, academic subject area Furnace Brook Middle School teachers shall not be assigned more than five (5) class periods plus one (1) other student supervisory period and activity period when such schedules are in effect. Academic subject area Senior High School teachers shall not be assigned more than five (5) blocks of teaching and up to three (3) supervisory blocks per six (6) day cycle. Teachers of Consumer, Health, Physical and Technical Education may be assigned up to six (6) blocks of teaching every two (2) days and teachers of Middle School Health, Physical Education, Technical Education, Music, Art and Grade 6 Foreign Language may be assigned up to six (6) periods of teaching every day. The administration will attempt to schedule Middle School specialists for five (5) teaching periods and one (1) supervisory period per day; however, in the event any such specialists must be assigned six (6) teaching periods per day, they will be assigned no more than up to

four (4) supervisory duties per six (6) day cycle. The administration further agrees to endeavor to seek equity of duty assignments for all Middle School specialists. Science teachers may be assigned up to sixteen (16) blocks of instructional time including laboratories per six (6) day cycle. It is further understood and agreed that any Science teacher assigned one or more classes which include laboratory instructional responsibilities may be required to teach up to a total of four (4) classes. No teacher at Marshfield High School shall under any circumstances be assigned to teach more than three (3) blocks in any one day.

- 5.13 Secondary school teachers shall not be required to teach more than two (2) subjects, nor more than a total of three (3) teaching preparations within said subjects, per **QUARTER MARKING PERIOD**. A teaching preparation is defined by the curriculum standards as set by the Commonwealth or district curriculum maps, regardless of level, unless there is a substantial difference in materials used. If similar department assigned/adopted materials are used between different levels of the same curriculum or subject, it is considered one (1) teacher preparation. In instances where a teacher is required to do more than three (3) preparations, they are relieved of all duties except in those instances where the teacher has fewer than eighty (80) students, the teacher may be assigned up to three (3) duties in a six (6) day cycle.
- 5.14 Exceptions to the provisions of Paragraphs 5.9 - 5.13 may be made only if the Superintendent or his/her designee determines that it is necessary to do so in the best interests of the educational process. The Association shall be notified of each instance in which the Superintendent so determines. A disagreement as to whether an exception is justified shall be subject to the grievance procedure.
- 5.15 Teacher participation in Extra-Curricular Activities shall be strictly voluntary. All appointments to Extra-Curricular positions shall be on an annual basis.
- 5.16 Teachers shall be compensated for participation in Extra-Curricular activities in accordance with the provisions of Appendix A (iv) of this Agreement.
- 5.17 Every effort, including the hiring of additional personnel, shall be exerted to insure that the workload of specialists in the same field, at the same level, shall be equated. In addition, the employer agrees to make reasonable efforts to equalize the total work load of the professional staff at the Furnace Brook Middle School by assigning duties including but not limited to bus duty, lunch duty, and detention duty, as well any additional teacher planning periods beyond the minimum required by the Master Agreement in an equitable manner throughout the professional staff.
- 5.18 The Committee agrees to make reasonable efforts to schedule CORE meetings involving staff covered by this Agreement during the normal work day of such staff. Employees who attend such meetings beyond their normal work day shall be compensated at the rate of thirty dollars (\$30.00) per hour. Effective September 1, 2016, the hourly rate of compensation herein shall be increased to thirty-three dollars (\$33.00) per hour.
- 5.19 The Association and the Committee agree that in the interest of maintaining good labor relations between the parties, the availability of the President of the Association to meet with the Administration and/or other staff members when necessary is of great importance.

Therefore, reasonable efforts will be made by the Committee to reduce the non-teaching, supervisory duties of the President of the Association; the Association recognizes and agrees that the Committee's ability to reduce such non-teaching, supervisory duties and the extent of such reduction(s) may be contingent upon the nature of the position held by the President and that such reduction of duties shall be accomplished at no additional cost to the Committee.

5.20 If it is necessary for the Committee to designate certain elementary schools as "early start time schools" and other elementary schools as "late start time schools", the Committee will make reasonable efforts to alternate start times each year in such a way as to distribute the early start times and late start times as equitably as possible among the schools affected. The provisions of this paragraph shall not be subject to arbitration.

5.21 One Association member from each elementary school may leave his/her building at 3:15 p.m. on one planning day per month in order to attend Association Executive Board meetings. The Association will advise the Superintendent and Principals in writing of the five members elected to the Executive Board who will be so allowed to leave.

5.22 As electronic grading becomes available, the following procedure will apply:

In order for educators to properly implement an electronic grading system, the District has provided training on the current District adopted software for grades 6-12 and will provide assistance on an individual basis if requested. Training will be provided prior to implementation for grades PreK to 5. It is understood that some staff may need to participate in more than one (1) training session.

The educators of Marshfield are required to use the current District adopted software for the purpose of providing all of the assessments/grades that the individual educator uses to arrive at a final grade for progress reports or report cards. The number/categories of grades are determined by the educator.

The Marshfield Public School District provides access for parents of students in grades 6 through 12 on a continuous basis. All grades will be entered into the system as soon as the grading process is complete for that assignment. Educators at the elementary level will be trained in the use of the newly created Standards based report card and record grades in the current District adopted software. For grades PreK to 5, the current system will remain in place until the District is ready to implement the electronic grading system at those levels.

The parties will develop guidelines for parent/guardian use of the portal and publish them in student handbooks.

Both parties acknowledge the limitations of technology and impact it may have on posting grades and responding to parent queries.

5.23 In order to enhance communication(s) within the Marshfield school community, teachers may select from a variety of alternative means of communication including notes home, telephone conversations, e-mail and/or face-to-face meetings. At the beginning of each school year, each teacher will be expected to advise the parents/guardians of their students of their preferred method(s) of communication. In order to further facilitate communications, all



teachers will check their mailboxes at the start of the school day, and before leaving school at the end of the day. Teachers shall also check their school-provided e-mail and voice-mail each day. All communications to teachers from parents/guardians should be responded to in a timely fashion, normally not to exceed forty-eight (48) hours when school is in session. Teachers should be aware that e-mail correspondence may be considered a public record and, in some instances, it may be more appropriate to respond to a parental/guardian e-mail with an e-mail advising that the teacher would prefer to discuss the matter over the telephone or in a face-to-face meeting.

- 5.24 The Association and the Committee agree that all educators and caseload educators have a significant professional responsibility to provide sufficient academic support to their students when necessary and appropriate either before and/or after school.

Educators and caseload educators assisting students in Grades 6-12 shall publish their availability for such extra support, before and/or after school, at the beginning of each school year by communicating such availability to parents electronically where possible and by a written notice of such availability to be taken home by students. An educator is obligated to inform students and parents if there is a change in his/her extra support availability.

A copy of each educator's and caseload educator's electronic and written notice of availability shall be provided to each educator's Principal or his/her designee.

- 5.25 The provisions of the Parties' Memorandum of Agreement on Time and Learning dated November 20, 1997, have been incorporated into this Master Agreement. Nonetheless, the Parties intend that their respective obligations thereunder shall continue as set forth therein.

## **ARTICLE V-A JOB SHARING**

The Committee and Association have accepted the practice of job sharing within the Marshfield Public Schools. This innovative concept will allow the Committee to acquire and retain the services of some of the best faculty members who may prefer to work less than full time.

**Section 1.** Job sharing shall be defined as the sharing of the performance of the duties and responsibilities of a full-time teaching position by two part-time educators. The commitment of an educator to a job sharing position shall be for one year and job sharing assignments shall normally terminate at the end of each school year. The District shall have the sole discretion to permit a job sharing situation to commence or to continue, and those decisions shall not be subject to challenge through the grievance or arbitration provisions of this Agreement.

**Section 2.** Educators who are employed on a full-time basis and who desire to participate in a job sharing program must submit a proposal to do so identifying the personnel involved and the job to be shared, detail the proposed schedule and distribution of duties, and delineate the responsibilities included within the scope of the position. Such proposals must be signed by both applicants and must be submitted in writing to the Superintendent by March 1<sup>st</sup> indicating that each teacher is willing to accept a reduction from a full-time to a part-time

position. Each teacher must also indicate in writing that he or she understands that, once a reduction to a part-time position is made, the teacher cannot thereafter change his or her mind and displace or intrude upon the recall of a less senior teacher to attain full-time status. Each proposal must also include a stipulation that the job sharing arrangement may be terminated by the Superintendent at any time and must specify, in that event, which teacher will be assigned to full-time status and which teacher will be placed on an unpaid leave of absence. The Superintendent will attempt to notify applicants by May 1<sup>st</sup> as to whether or not they shall be assigned to a job sharing position; however, all applicants for job sharing shall be notified of the disposition of their requests by the end of the school year in June. Two educators engaged in an approved job sharing situation need to formally reapply each March 1<sup>st</sup>, however the District may nonetheless determine that the job sharing should not continue. All educator applicants must have attained professional teacher status prior to the submission of any job sharing proposal(s). The Committee shall be under no obligation to return an educator to full-time status. If a full-time position for which the teacher is qualified and certified becomes available, he or she may apply.

**Section 3.** The following working conditions shall apply to educators participating in job sharing:

- a. The job sharing shall be arranged in such a manner that no more than one of the two sharing educators shall be enrolled in health insurance from the employer. If it is or becomes impossible for this to occur lawfully, then the job sharing arrangement will terminate.
- b. Unless a different model is adopted, both educators will share equally the instructional time, and shall be paid the same base salary (i.e., one half of the salary to which they would otherwise be entitled). The teacher who receives health insurance shall be required to perform at least 20 hours of work on the site per week, and must be prepared, upon request, to document the work performed.
- c. Presumptively, the regular workday for each teacher shall be one-half the regular workday for full-time educators, plus an overlap of ten (10) minutes between the morning and afternoon tours of duty. However, a job-sharing team may request, and the Superintendent may grant, permission for job sharers to each work two and one-half days each, or under a different model approved by the Principal and Superintendent. Such request must be made through the Principal or supervisor, and the best interests of the students, as determined by the Administration, shall be the deciding factor in granting or denying any such request(s).
- d. Both educators will be present on duty for the entire workday for the first week of school in September of each year and for the last week of school. (This may be waived in whole or in part by the Administration.)
- e. Job sharing educators must be present for half-days and District determined in-service times.
- f. Both educators must be present for parent conferences.

- g. Both educators must arrange meeting times to evaluate students and mark report cards.
- h. If there is a temporary staffing interruption due to illness or other reasons, the teacher who is available for work will cover for the absent teacher whenever possible, thereby eliminating the need for a substitute.
- i. The teacher planning time provided for educators under this Agreement shall be shared by each teacher, unless the educators, Principal and Superintendent agree otherwise.
- j. Each teacher will be paid one-half of his or her appropriate full-time annual salary established pursuant to the terms of this Agreement or a pro-rated salary appropriate for any other model work year approved. Sick and personal leave shall be pro-rated at fifty percent (50%) or as appropriate for any other model work year approved.
- k. If a job sharing assignment is not working out, as determined solely by the Superintendent, the educators involved will be notified in writing and will have twenty-one (21) calendar days from the receipt of the notice to remedy the situation to the satisfaction of the Superintendent. If after this twenty-one (21) day period the Superintendent determines the matter has not been resolved satisfactorily, the job sharing assignment will be terminated in the manner previously determined by the educators, Principal and Superintendent.

**Section 4.** Nothing in this Article shall preclude the appointment by the District of a teacher assigned to a job sharing position to a full-time teaching position.

**Section 5.** In the event of a resignation, termination, incapacity for an extended time, or leave of absence by one of the job sharing educators, the remaining job sharing educator will be given the option to assume the full-time position. If the remaining job sharing educator refuses to assume the full-time position, then the educator will be placed on an unpaid leave of absence for the remainder of the school year, and the District may fill the position.

**Section 6.** No educator shall be involuntarily transferred in order to create job sharing positions.

**Section 7.** In the event the District determines that job sharing will no longer be available to bargaining unit members, then educators in a job sharing assignment will be treated as employees affected by a reduction in force, in accordance with Article XXI.

**Section 8:** The provisions detailed above will not be applied to the pre-existing job sharing arrangement at the Marshfield High School Guidance Department which will continue as is until such time as the arrangement is terminated by the parties involved or the Administration.

**ARTICLE VI  
CLASS SIZE**

- 6.1 The Committee recognizes a 25:1 pupil-teacher ratio to be most desirable and will attempt to implement it with consideration of the Town's financial ability and space availability.
- 6.2 Specialized classes and large groups are desirable as follows:

**Furnace Brook School and High School**

|                                     |                        |
|-------------------------------------|------------------------|
| Science Laboratories                | 24                     |
| Technology Education                | 15                     |
| Arts & Crafts                       | 20                     |
| Home Economics                      | 18                     |
| Foreign Language                    | 25                     |
| Physical Education                  | 40                     |
| Study Halls                         | 35                     |
| Study Halls, Cafeteria & Auditorium | 50 per teacher monitor |
| Band                                | 100                    |
| Glee Club and Chorus                | 100                    |

**Elementary Schools**

|              |    |
|--------------|----|
| Kindergarten | 25 |
|--------------|----|

The Committee agrees to abide by all applicable regulations pertaining to class size for special needs children issued by the Massachusetts State Department of Education relative to Chapter 71B of the General Laws.

**ARTICLE VII  
NON-PROFESSIONAL SERVICES**

The Committee and the Association acknowledge that a teacher's primary responsibility is to engage in professional activities and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree:

Teachers shall not be required to perform the following services:

- 1. administering health services, such as eye and ear examinations, weighing and measuring children;
- 2. collecting money from students for non-educational purposes except for student pictures and insurance. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be required to tabulate or account for such money;
- 3. driving pupils to activities which take place away from the school building. Teachers whose duties require transportation of pupils shall be reimbursed for mileage incurred at the prevailing rate for the Town and for additional insurance premiums to adequately protect the teacher and pupils involved.

**ARTICLE VIII  
TEACHER EMPLOYMENT**

- 8.1 Teachers with previous teaching experience in the Marshfield School System may, upon returning to the system, receive full credit on the salary schedule for all outside teaching experience, military experience, and Peace Corps work or other comparable service. Teachers who have not been engaged in teaching on a full time basis (or in the military or Peace Corps) or comparable service will, upon returning to the system, be restored to the next step on the salary schedule above that at which they left.

**ARTICLE IX  
TEACHER ASSIGNMENT AND TRANSFER**

- 9.1 The professional staff shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes or assignments that they will have as soon as practicable, provided that in the event of a change in circumstances or conditions during the months of May through August (e.g., resignation) such assignments may be changed as required to meet the situation.
- 9.2 In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the Department of Elementary and Secondary Education and good cause, to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study.
- 9.3 Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 15th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has a preference) to which she/he desires to be transferred. As soon as possible, the Office of the Superintendent shall distribute to each member of the professional staff the planned organization of the school system for the ensuing year.
- 9.4 All assignments and transfers shall be made in the best interests of the students after due consideration by the Superintendent of the system-wide needs. The wishes and preferences of individual professional staff members will be honored to the extent that these conditions do not conflict with the above.
- 9.5 An involuntary assignment or transfer shall be made only after a meeting between the teacher involved and the Superintendent or his/her designee, at which time the teacher shall be notified of the reasons for the assignment or transfer.

- 9.6 In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedule as soon as possible.
- 9.7 Teacher assignments and transfers shall be made without regard to age, sex, race, creed, color, religion, nationality, or marital status.

## **ARTICLE X VACANCIES AND PROMOTIONS**

- 10.1 For purposes of this Article, a "promotional position" is defined as any position paying a salary differential and/or any position on the administrator-supervisor level.
- 10.2 Whenever any vacancy in a professional or promotional position occurs or a new position is created by the Committee during the school year (September to June), such vacancy or position will be adequately publicized by the Superintendent by means of a notice conspicuously placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be given to the President of the Association and the Chairman of the Professional Rights and Responsibilities Committee by certified mail. In both situations, the qualifications for the positions, the duties and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes. No vacancy will be filled except on a temporary basis, within fifteen (15) days from the date the notice is posted in the schools or the giving of notice to the Association. During the months of July and August, written notification of a vacancy will be mailed to any teacher who has left with the Superintendent's office a self-addressed, stamped envelope for that purpose; after mailing, any and all risks or lack of, or untimely notice connected with this undertaking shall remain solely that of teachers concerned.
- 10.3 All teachers will be given adequate opportunity to make applications for such positions, and the Principal and/or Superintendent agree to give weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, all other qualifications being equal, preference will be given to qualified teachers already employed by the Committee, and each teacher applicant not selected will receive a written notification, within five (5) days, of the action taken by the Principal and/or Superintendent. If the Committee determines that an advertised vacancy is to be filled, such appointment will be made, subject to the availability of qualified candidates, not later than sixty (60) days after posting of the vacancy.
- 10.4 (a) Any vacancy in a bargaining unit position shall be filled by an employee who shall be covered by all the terms and conditions of the current Master Agreement between the Association and the Committee, provided the vacancy is one of duration no less than ninety-one (91) workdays. Postings for any vacancy caused by a long-term leave of absence shall be marked: This is a vacancy as a result of a long-term leave of absence.

(b) A vacancy in a bargaining unit position may be filled by an employee who is not covered by the terms and conditions of the Master Agreement, provided the vacancy is one of duration less than or equal to ninety (90) workdays.

(c) An employee filling a vacancy in a bargaining unit position who is not covered by the terms and conditions of the Master Agreement shall be afforded coverage under all terms and conditions of the Master Agreement beginning with that employee's ninety-first (91<sup>st</sup>) workday in that position.

(d) Any vacancy with an anticipated duration of three (3) calendar months or longer shall be posted.

(e) The provisions of Section 10.4 (a) through 10.4 (d) do not apply to permanent daily substitutes who work assignments on a daily basis; the rates of pay for these positions shall be determined by the Committee.

10.5 All Coaching vacancies which the School Committee determines to fill shall be posted within fourteen (14) calendar days of their occurrence. Said positions shall be posted for fourteen (14) calendar days. Within fourteen (14) calendar days of the closing date of the postings, interviews for the positions will be completed. The Superintendent agrees to appoint a candidate or repost the positions in accordance with this procedure within fourteen (14) calendar days of the date of the completion of the interviews. The above time limits may be shortened by mutual agreement of the parties. All appointments to coaching positions shall be on an annual basis and appointees shall be notified in writing prior to the start of the applicable season.

10.6 The above time limits may be shortened or extended by mutual agreement of the parties.

## **ARTICLE XI POSITIONS IN CONTINUING EDUCATION, AND UNDER FEDERAL PROGRAMS**

11.1 All openings for Marshfield Continuing Education positions and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as soon as possible. Under normal circumstances, summer school and evening school openings will be publicized not later than the preceding March 1 and June 1, respectively, and all applicants will be notified as soon as possible before the opening of summer and evening school of action taken on their application.

11.2 Teaching positions in the Marshfield Continuing Education, and teaching positions under Federal programs will, to the extent possible, be filled first by regularly appointed classroom teachers in the Marshfield School System.

11.3 In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Marshfield School System, and in regard to summer school positions, previous Marshfield continuing education teaching experience.

- 11.4 Teachers in the Marshfield Continuing Education Program shall be compensated at the rate of thirty dollars (\$30.00) per hour. Effective September 1, 2016, said hourly rate shall be increased to thirty-three dollars (\$33.00) per hour.
- 11.5 Teachers in Summer Federal Programs shall be compensated at the rate of thirty dollars (\$30.00) per hour. Effective September 1, 2016, said hourly rate shall be increased to thirty-three dollars (\$33.00) per hour.

## **ARTICLE XII TEACHER EVALUATION**

- 12.1 All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Within a reasonable length of time, teachers will be given a copy of any evaluation report prepared by their superiors and shall have the right to discuss such report with their superiors.
- 12.2 For the purpose of evaluation, superiors are defined as members of the administrative staff to include the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Guidance, and Heads of Departments.
- 12.3 The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- 12.4 Teachers have the right, upon written request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him during such review. The teacher shall have the right to request and receive copies of any material in his/her personnel file pertaining to his/her services in the Marshfield School System.
- 12.5 No material derogatory to a teacher's conduct, services, character or personality will be placed in his/her personnel file unless the teacher has had the opportunity to review the material. The teacher will acknowledge that she/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will have the right to submit written statements in response to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- 12.6 The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the administration, s/he shall be entitled to have a member of the Association present if s/he so desires.
- 12.7 No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- 12.8 Any complaint in writing regarding a teacher made to a member of the administration by a parent, student or other person will be promptly called to the attention of the teacher.



Teachers will be notified in a timely manner about serious concerns regarding professional performance expressed by a parent, student or peer to members of the administration. Whenever possible and practicable, teachers will be given the initial opportunity to resolve such concerns and will advise the administration of any actions taken to do so.

- 12.9 The parties acknowledge they have agreed to a new Professional Staff Evaluation Program, including new evaluation procedures and related forms, and hereby incorporate the same in its entirety into this Master Agreement by reference.

### **ARTICLE XIII TEACHER FACILITIES**

- 13.1 Each school will have the following facilities:
- (a) space in each classroom in which teachers may safely store instructional materials and supplies;
  - (b) a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
  - (c) an appropriately furnished room which will include a telephone line to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area, within the educational needs of the building. There shall be two (2) separate telephone lines at the High School for the primary use of teachers for school-related business;
  - (d) a serviceable desk and chair for the teacher in each classroom;
  - (e) a communication system so that teachers can communicate with the main office from their classrooms;
  - (f) a well-lighted and clean male teacher restroom and a well-lighted and clean female teacher restroom; and
  - (g) a separate, private dining area for the exclusive use of the staff.
- 13.2 An adequate portion of the parking lot at each school will be reserved for teacher parking.
- 13.3 The Committee and the Association agree that it is desirable to limit the amount of travel between classrooms required of art and music teachers in order that they may more easily provide quality instruction to their students. The Association and the Committee also recognize that current fiscal constraints impair the Committee's ability to provide programs and facilities to accomplish goals which would include optimum conditions relative to the teaching of subjects such as art and music. The Committee will continue to be receptive to suggestions and/or recommendations of the Association concerning ways to reduce the amount of travel required of art and music teachers.

**ARTICLE XIV  
USE OF SCHOOL FACILITIES**

- 14.1 The Association will have the right to use school buildings without cost at reasonable times for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings.
- 14.2 The Association will have the right to use the facilities and equipment at the various schools without cost one (1) evening per week. The schedule and other related matters will be arranged in advance with the Superintendent or his/her designee.
- 14.3 There will be one (1) bulletin board in each building, which will be located in the faculty lounge or dining area, for the purpose of displaying notices, circulars, and other Association materials.
- 14.4 All Association notices shall be signed by the originator or by the respective building representative.

**ARTICLE XV  
SICK LEAVE**

- 15.1 Teachers shall be entitled to sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day, on the following basis:
  - (a) Teachers without professional teacher status, twelve (12) sick leave days in the first year of their employment;
  - (b) Teachers without professional teacher status, thirteen (13) sick leave days in the second year of their employment;
  - (c) Teachers without professional teacher status, fourteen (14) sick leave days in the third year of their employment;
  - (d) Teachers with professional teacher status, fifteen (15) sick leave days.
- 15.2 In cases of merit, the Superintendent with Committee approval may grant sick leave beyond the above limitations.
- 15.3 Effective September 1, 1990 unused sick leave may be accumulated from year to year to a limit of one hundred sixty-five (165) days.
- 15.4 Effective September 1, 2007, unused sick leave may be accumulated from year to year to a limit of one hundred seventy (170) days. Effective September 1, 2008, said limit shall be increased to one hundred seventy-five (175) days. Effective September 1, 2009, said limit shall be increased to one hundred eighty (180) days.

- 15.5 Any teacher in the Marshfield School System excluded or removed from employment because of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more than two (2) years.
- 15.6 A teacher with professional teacher status may be granted a leave of absence without pay or increment for up to one (1) full year for health reasons. Written requests for such leave must be supported by appropriate medical evidence submitted by the teacher's physician. Such medical evidence will be transmitted to a duly appointed school physician who will in turn make recommendations to the Superintendent. Additional leave may be granted at the discretion of the Superintendent with the approval of the Committee.
- 15.7 A leave of absence without pay or increment of up to one (1) full year may be granted to a teacher with professional teacher status for the purpose of caring for a sick member of the teacher's immediate family (mother, father, spouse, or child) upon written request, substantiated by appropriate medical evidence. Such medical evidence will be transmitted to a duly appointed school physician who will in turn make recommendations to the Superintendent. Additional leave may be granted at the discretion of the Superintendent with the approval of the Committee.
- 15.8 A teacher who is granted a leave in accordance with the provisions of paragraphs 15.6 and 15.7 above will remain on such leave until the end of the school year.
- 15.9 Sick Leave Bank

A sick leave bank shall be established whereby members of the bargaining unit with at least one full year of employment in the Marshfield Public Schools may deposit one day of the sick leave to which they are entitled each year. Members who have a protracted disability and who have used up the sick leave to which they are entitled, may apply to draw on the bank. The operation of the bank and the withdrawals therefrom shall be carried out in accordance with the following guidelines:

1. All deposits to the sick leave bank are to be voluntary.
2. The first time an eligible member wishes to participate in the bank and make a deposit therein, he/she must submit a written request to do so during the annual enrollment period of September 1 through October 15. Thereafter, in subsequent years, a deduction and corresponding contribution of one (1) sick day shall automatically be made on the member's behalf unless a written request to no longer participate is timely made during said annual enrollment period. In the event of withdrawal from the bank, no more sick days shall be deducted or deposited on the member's behalf and he/she will NOT be eligible to make any withdrawals. Re-enrollment may be accomplished by submission of a written request to participate as if for the first time.
3. Only those who deposit to the bank may be permitted to withdraw from the bank.
4. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the Association and two (2) members

designated by the Committee. In the event of a tie vote on a request for days from the Bank, a fifth member of the Sick Leave Bank Committee as described above will be elected by the unanimous vote of the four members so that the tie vote may be broken. In order for the SLBC to make decisions, all members of the SLBC must be present at the SLBC meeting. Utilization of the bank shall be subject to the following conditions:

- a. Sick leave bank days may be granted only for the applicant's personal illness or accident;
- b. Complete usage of all accumulated or accrued sick leave;
- c. There must not have been any disciplinary action beyond a written reprimand for sick leave abuse within the three (3) calendar years prior to the application for sick leave bank benefits. The SLBC may also consider the propriety of use of previous sick leave;
- d. A qualified physician's statement certifying the disability, illness or accident together with any appropriate medical evidence the SLBC deems relevant and necessary to its decision (to be submitted, preferably, with the application requesting bank days and any renewal thereof; the SLBC may not act without submission of a physician's statement). All parties agree that such information shall be treated as highly personal and confidential.
- e. The number of days requested from the bank must be specified at the time of the initial request. The initial grant shall not exceed thirty (30) days.
- f. Upon completion of the initial grant, additional grants shall require additional adequate medical evidence. A member of the bank may be granted a maximum number of bank days over either a three (3) or five (5) calendar year period, based upon the total bank days granted in the first school year such days are received by the member ("the initial grant year") as follows:
  1. If a member receives less than ninety (90) bank days in the initial grant year, then in the three (3) calendar year period immediately following the date the first bank day was granted, s/he may be granted up to a maximum of one hundred twenty (120) bank days, inclusive of all days granted in the initial grant year;
  2. If a member receives ninety (90) or more bank days in the initial grant year, then in the five (5) year period immediately following the date the first bank day was granted, s/he may be granted up to a maximum of one hundred twenty (120) bank days, inclusive of all days granted in the initial grant year;
  3. At the expiration of either the three (3) or five (5) year period, whichever is applicable, a member be eligible for a new grant of days as if no bank days had been granted previously;
  4. Effective September 1, 2008, the maximum number of bank days which a member may be granted shall be increased to one hundred and fifty (150) days. Effective September 1, 2009, said maximum

number of bank days shall be increased to one hundred and eighty (180) days.

- g. No days may be withdrawn from the bank for use for any other reason than disability of the teacher.
  - h. The decision of the Sick Leave Bank Committee shall not be subject to appeal.
  - i. The Association and the SLBC agree to meet with the School Committee upon request to discuss any matter pertaining to the administration of the bank.
  - j. In administering the bank, the SLBC may consider a recipient's undue delay in processing retirement or other termination of employment on account of disability or illness and may re-consider, at any time, a prior grant of bank days.
5. If the sick leave bank becomes exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the sick leave bank. A maximum of two (2) days per year may be contributed.
6. One half (1/2) of the number of unused days left in the bank will be cumulative to the next contractual year.
- 15.10 In cases of emergency, absences of up to seven (7) days per school year may be chargeable to sick leave when such absence is due to illness of a member of the immediate family, living in the same household, or under the immediate care, of a professional staff member. [Immediate family is defined in Article XVI, Paragraph 16.2 (g).] Additional days may be granted pursuant to this paragraph with the approval of the Superintendent.
- 15.11 Once each year teachers will be informed in writing by November 1 of the number of sick leave days accumulated as of September 1 of the school year.
- 15.12 Teachers shall be compensated in cash for one-half (50%) of all accumulated sick leave up to a maximum of one hundred sixty-five (165) days upon presentation of evidence of permanent retirement under the terms of the Massachusetts Teachers Retirement System, or death. In the event of death, payment shall be made to the estate of the deceased. The rate of compensation which the teacher would be receiving at the time of retirement or death shall be used in computing the payment provided in this paragraph. Advance notice of intention to retire must be given to the Director of Business and Finance by November 1 of the fiscal year prior to the fiscal year in which the retirement is to occur followed by an irrevocable Letter of Resignation to the Superintendent for Purposes of Retirement no later than February 1 in order for a teacher to be assured receipt of his/her sick leave buyback payment by June 30 of the fiscal year in which the retirement occurs. Unless sufficient funds are otherwise available, failure to give timely notice will result in payment no later than July 15 of the first fiscal year in which the Committee is able to include the amount of the buyback in its annual budget. Notwithstanding any provision of this Agreement to the contrary, the benefits of this Section 15.12 shall not be available to any employee(s) newly hired to begin

work at the beginning of the 2001-2002 work year or later, including any subsequent work year thereafter. All employees hired to work prior to the beginning of the 2001-2002 work year, shall be grandfathered and remain eligible to receive payments for accumulated sick leave unless they elect the longevity buyback alternative of Article XXX.

- 15.13 When circumstances reasonably warrant the same, an employee who is absent from work due to illness, injury, disability or any paid or unpaid leave as a result of any illness, injury, or disability may be required to submit a medical certificate with appropriate medical evidence from a regularly licensed and practicing physician, or psychiatrist, or other appropriately licensed professional of his/her choice, indicating the nature of the illness, injury, disability, mental condition, or other reasons for the absence, the prognosis, and whether and when the employee is physically and/or mentally capable of returning to work.
- 15.14 When circumstances reasonably warrant the same, the Superintendent may require an employee absent from work for any of the reasons set forth in Paragraph 15.13 above to produce a medical certification from a licensed and practicing physician, psychiatrist or other licensed professional appropriately specialized in the field of the illness, injury or disability, and selected from the staff of a facility agreed upon with the Association, indicating the nature and dates of illness, injury, disability, mental condition, or absence for other reasons, the prognosis, and any other appropriate and relevant medical evidence, including whether and when the employee is physically and/or mentally capable of returning to work. Said professionals at any such facility may require the employee to be examined by such other specialists as they may deem appropriate in order to produce the required medical certification.
- 15.15 The parties to this Agreement agree that consistent attendance of professional staff is essential to providing services of the highest possible quality to the students of the Marshfield Public Schools. The Superintendent or his/her designee may meet with, talk to, or otherwise communicate with professional staff members concerning their attendance and/or use of sick leave and take any appropriate action with respect to such absences, subject always to the provisions of this Agreement.
- 15.16 The costs of any medical certifications required pursuant to paragraphs 15.13, 15.14 and 15.15 of this Article shall be paid for by the Committee.

## **ARTICLE XVI TEMPORARY LEAVES OF ABSENCE**

- 16.1 In the following cases of Temporary Leaves of Absence with pay, no deduction is to be made from accumulated sick leave.
- 16.2 Teachers shall be entitled to the following temporary leaves of absence with pay each school year:
  - (a) Three (3) days leave of absence for observance of official religious holidays which require absence during school hours. All schools will be closed on Good Friday;

- (b) One (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature on recommendation of the Department Head and the building principal and/or the Superintendent at the secondary level. One (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature upon approval of the elementary school building principal and/or the Superintendent. The Superintendent may approve additional days for this purpose;
- (c) One (1) day for the purpose of receiving an advanced degree;
- (d) One (1) day for the purpose of attending the graduation ceremonies of a member of the immediate family;
- (e) Time necessary for Association representatives to attend Massachusetts Teachers Association, National Education Association and/or Plymouth County Education Association conferences and conventions upon approval of the Superintendent;
- (f) Time necessary for appearances in any legal proceeding: 1) connected with the teacher's employment or with the school system, if the teacher is required by law to attend, or 2) in which the teacher has been subpoenaed to testify as a witness, provided that the teacher is not a party (plaintiff or defendant) to the legal proceeding.
- (g) Up to five (5) working days at any one time commencing with, and to be used within ten (10) working days immediately following, the date of death of a member of the immediate family (father, mother, grandparent, brother, sister, husband, wife, child, ward, or father-in-law, mother-in-law, brother-in-law, or sister-in-law). In the event of death of other relatives, leaves will be handled at the discretion of the Superintendent.
- (h) A maximum of seventeen (17) days per school year for persons called in to temporary active duty of any unit of the military services, U.S. Reserves, or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
- (i) It is recognized that absence from employment interrupts the work of the schools and negatively impacts student learning; therefore, absences must be kept to a minimum whenever possible. It is understood that professional staff members will make every effort to attend to their personal business on non-work days and that requests for personal leave will be submitted only when every effort has been made to schedule compelling personal business so as not to interfere with the employment commitment. Compelling personal business may be legal, business, religious or other matters that cannot be performed before or after normal work hours.
  - 1) Each professional staff member shall be entitled to two (2) personal days without reason each school year: The first such day taken shall be with

pay and without deduction from sick leave; the second such day taken shall be without pay. In the event a staff member does not take any personal days in a given school year, in the subsequent school year and in school years thereafter, until a personal day is taken, that staff member may carry over one (1) paid personal day so that, in a subsequent school year, the member may be entitled to a total of three (3) personal days without reason: two (2) paid days and one (1) unpaid day. Thereafter, if in any school year a personal day is utilized, in the subsequent school year that staff member's total available days shall revert to two (2) days-one paid and one unpaid-until a school year is completed without any use of a personal day, in which event one (1) additional paid personal day may be carried over in the subsequent school year and will continue to be carried over until a personal day is utilized as aforesaid. In no event may an individual staff member be entitled to more than three (3) personal days in any given school year: two (2) paid, as a result of a carry over, and one (1) unpaid.

- 2) Requests for personal leave should normally be made at least five (5) days in advance, unless in the case of an emergency. Personal leave may not be authorized on days preceding or following school holidays, or vacations, unless the reason for such leave is specified in writing and approved by the Superintendent.
- 3) The Superintendent may grant additional paid or unpaid personal days in his sole and unreviewable discretion without thereby setting a precedent. The Association and Committee agree to develop forms to be utilized for requesting personal business leave pursuant to the foregoing paragraph 16.2(i).

- (j) Time necessary to serve Jury Duty. The salary paid by the Marshfield Public Schools during such absence for Jury Duty shall be the teacher's daily rate of pay less any monies paid by the county for such Jury Duty.

16.3 Professional Staff members leaving before the end of the school year for institutes will be paid for five (5) days at regular salary and for any additional days at their regular salary minus the substitute's pay. Written request for such leave must be given in advance and must have the approval of the Superintendent.

16.4 No teacher will be required to arrange for his/her own substitute.

16.5 Benefits within this Article shall not be utilized to extend holidays or vacation periods.



**ARTICLE XVII**  
**EXTENDED LEAVES OF ABSENCE**

- 17.1 The Committee agrees that up to three (3) teachers designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state, county or national) activities. Upon return from such leave, a teacher will be considered as if s/he had been actively employed by the Committee during the leave and will be placed on the Salary Schedule at the level s/he would have achieved if s/he had not been absent.
- 17.2 A leave of absence without pay for up to two (2) years will be granted to any teacher who joins the Peace Corps, serves as an exchange teacher, or serves in similar programs, and is a full-time participant in such programs. Upon return from such leave, a teacher will be considered as if s/he had been actively employed by the Committee during the leave and will be placed on the Salary Schedule at the level s/he would have achieved if s/he had not been absent.
- 17.3 Military leave will be granted to any teacher in accordance with applicable state and federal laws.
- 17.4 **MATERNITY LEAVE** - A maternity leave of absence of up to two (2) years or any fraction thereof shall be granted to teachers without pay or increment; however, in the event a teacher was on duty at least one-half (1/2) of the school year in which the leave was granted, said teacher shall be eligible to move to the next step of the salary schedule upon returning to active service.

A teacher who is pregnant shall be entitled, upon request, to a leave of absence to begin at any time between the commencement of her pregnancy and one (1) year after the child is born to her. Said teacher shall inform the Superintendent, in writing, of her desire to take such leave and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which her leave is to begin.

She shall include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.

A teacher who is pregnant may continue in active employment as late as her pregnancy permits and she so desires, provided she is able to properly perform her required functions, as substantiated by appropriate medical evidence from her physician.

All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave.

Maternity leave shall be granted in accordance with applicable Federal and State statutes, guidelines and regulations.

- 17.5 **ADOPTION** - A teacher adopting a child up to the age of four (4) shall be entitled, upon request, to a leave of up to two (2) years or fraction thereof to commence at any time during

the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order for the teacher to fulfill requirements for adoption. Pursuant to the provisions of paragraph 17.7 applicable hereto, said teacher shall not return from adoptive leave until the commencement of the applicable school year following such leave unless a waiver is granted by the Superintendent.

17.6 A paternity leave of absence of up to two (2) years or any fraction thereof shall be granted to teachers without pay or increment; however, in the event a teacher was on duty at least one-half (1/2) of the school year in which the leave was granted, said teacher shall be eligible to move to the next step of the salary schedule upon returning to active service. Pursuant to the provisions of 17.7 applicable hereto, said teacher shall not return from paternity leave until the commencement of the applicable school year following such leave unless a waiver is granted by the Superintendent.

17.7 In the event of a teacher being granted a leave pursuant to this Article during the course of a school year, said teacher will be granted and will take the leave for the remaining portion of the school year and shall not return until the commencement of the next school year unless said requirement is specifically waived by the Superintendent.

17.8 A teacher on leave under any provision of this Article, excluding Sabbatical Leave, shall advise the Superintendent, in writing no later than March 1 of any year, of his/her intention to return to work the following school year. Unless otherwise required by applicable federal or state law (such as in the case of military leave), no professional staff member may be absent from employment as a result of any leave(s) or any combination of leave(s) taken pursuant to this Article for longer than three (3) consecutive school years.

#### 17.9 **SABBATICAL LEAVE**

(a) Any teacher who has served continuously in the Marshfield Public Schools for a period of at least six (6) years may, on the recommendation of the Superintendent, be granted Sabbatical Leave of absence not to exceed one (1) year for the following purposes:

(1) Approved study

By approved study is meant:

- (i) Study made possible through a foundation grant.
- (ii) Graduate study at an accredited institution. Such study is to be "directed study" in a particular field.
- (iii) Study made possible through a state or federal grant dealing specifically with public school education.

(2) Approved research

By approved research is meant research to be carried on under the aegis of a university, professional non-commercial organization, or agency of a learned society.

- (b) Teachers on Sabbatical Leave will be paid two-thirds of their regular salary, provided that such salary when added to any grant will not exceed the regular salary rate.
- (c) Requests for Sabbatical Leave must be received by the Superintendent, in writing in such form as may be required by him/her no later than April 1, and action must be taken on all such requests no later than May 15 of the school year preceding the school year for which the Sabbatical Leave is requested.
- (d) The eligibility requirements as stipulated above may be reduced or waived at the discretion of the Superintendent. It is expressly understood and agreed that persons fulfilling the stipulated requirements shall be given priority over those who are deficient in one or more of the specific eligibility criteria.
- (e) Before beginning the Sabbatical Leave, the teacher shall enter into a contract to return to service in the Marshfield Public Schools for a period of time equal to twice the length of such leave, and in the event of a default in the completion of such service, s/he shall refund to the Town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed upon bears to the whole amount of service to be rendered; i.e., if a person does not return to active service in the Marshfield Public Schools at the conclusion of the Sabbatical Leave, the full amount of money received from the Town will be repaid to the Town of Marshfield. In the event that the person returns to Marshfield for one (1) year, one-half (1/2) of the amount of money received from the Town of Marshfield while on Sabbatical Leave will be repaid to the Town of Marshfield (Chapter 71, Section 41A). A teacher shall be released from such payment if his/her failure to serve the two (2) years as stipulated is due to illness, disability or death.
- (f) The writing produced during the leave for research should be made available to the Marshfield School Department for its own use without infringement of copyright privileges of the researcher.
- (g) A teacher returning from Sabbatical Leave shall be placed on the step of the Salary Schedule s/he would have attained had s/he remained in the school system.
- (h) It is the intent of the Committee that one percent (1%) of the professional staff may be on Sabbatical Leave each year.
- (i) The following form shall be utilized upon approval of Sabbatical Leave request.  
Date

I hereby accept the conditions governing Sabbatical Leave of absence as set forth in Article XVII of the Master Agreement.

Signature \_\_\_\_\_

- (j) There will be a freeze in the Sabbatical Leave Program with no costs to the School Committee for the 2012-2013, 2013-2014, and 2014-2015 school years. Applications for Sabbatical Leave to be effective during the 2015-2016 school year will be accepted and formally processed during the 2014-2015 school year.

17.10 A teacher with six (6) or more continuous years of service in the Marshfield Public Schools may be granted an Extended Leave of Absence of up to two (2) years without pay for personal reasons. At its discretion, the School Committee may grant such leave to a teacher with less than six (6) or more continuous years of service in the Marshfield Public Schools. Any such leave shall commence on September 1st of the school year in which taken and terminate on June 30th of the same or subsequent school year(s), depending upon the length of the leave granted.

### 17.11 FAMILY MEDICAL LEAVE ACT OF 1993

The parties agree that the following procedures and understandings shall be applicable to leave requests pursuant to The Family and Medical Leave Act of 1993 (hereinafter "FMLA" or "the Act"):

#### A. Eligibility

1. FMLA leaves will be available to all bargaining unit employees who have worked for the Marshfield Public Schools for at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) month period immediately preceding the date of commencement of the leave requested.
2. Such leaves may be available:
  - (a) To care for a newly born son or daughter, a newly adopted or newly placed foster child; or
  - (b) To care for a son, daughter, spouse or a parent who has a serious health condition; or
  - (c) To deal with the employee's own serious health condition if the employee is unable to perform the functions of his or her position.

All definitions of applicable terms such as, but not limited to, "spouse", "son", "daughter", "parent", "serious health condition", "health care provider" as used in this Article shall be as such terms are defined in the Act itself. Nothing herein shall be construed to conflict with any applicable provisions of the FMLA.

3. Eligible employees shall be entitled to up to twelve (12) weeks of leave during the twelve (12) consecutive month period beginning with the commencement of the leave, subject always to compliance with all applicable conditions set forth below. Normally, days and/or weeks of such leave must be taken consecutively.

4. "In loco parentis" relationships must be expressly described by a statement in any FMLA leave request indicating that the applicant is responsible for the care of the person concerned "in place of a parent".

B. Notice Requirement

Eligible employees must provide at least thirty (30) days prior written notice of any request for such leave when the need for such leave is foreseeable such as for the expected birth or placement of a child or planned medical treatment(s). Notice of such leave must be given as soon as practicable if such thirty (30) days prior notice is not possible due to the emergency nature of the leave.

C. Medical Certification(s) Required

1. Appropriate medical certification(s) supporting the need for such leave due to a serious health condition of the employee or a spouse, son, daughter or parent ("immediate family") must be provided from an appropriate health care provider as a condition of such leave.
2. The Administration may require reasonable and periodic reports and/or re-certifications of an employee's status or that of an immediate family member as a condition of the continuation of such leave, including the employee's intention to return to employment.
3. Fitness for duty certification(s) indicating an employee is able to return to work may be required after any FMLA leave, or any other leave(s), taken because of personal illness.
4. Any required medical certification must contain the following:
  - (a) the date on which the serious health condition(s) commenced;
  - (b) the probable duration of the condition(s);
  - (c) the appropriate medical facts within the knowledge of the health care provider regarding the condition(s);
  - (d) (i) a statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time needed to provide the care; or  
(ii) a statement that the employee is unable to perform the functions of his or her position;
  - (e) for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates the treatment is expected and the duration of the treatment;
  - (f) for intermittent leave or leave on a reduced leave schedule because of a serious health condition that makes the employee unable to perform the functions of his or her position, a statement of the medical

necessity for, and the expected duration of, the intermittent leave or leave on a reduced leave schedule; and

- (g) for intermittent leave or leave on a reduced leave schedule in order to care for a spouse, son, daughter, or parent with a serious health condition, a statement that the intermittent leave or leave on a reduced schedule is medically necessary for the care of the spouse, son, daughter, or parent, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- (h) Forms made available by the United States Department of Labor may be utilized for any medical certification requirements.

- 5. The Administration may also require second or third medical opinions as defined in the Act at the school district's expense in the event the Administration has reason to question the validity of any certification or re-certification provided by the employee.

D. Leaves, Limitations, Instructional Employees

- 1. Intermittent or reduced leaves may not be taken after the birth of a child or for purposes of adoption.
- 2. Employees must make reasonable efforts to schedule planned medical treatment(s) so they do not unduly disrupt the operations of the district.
- 3. Eligibility for leaves for the birth or placement of a child (for adoption or foster care) expires at the end of the twelve (12) month period beginning on the date of birth or placement.
- 4. In the event a husband and wife each work in the district and are eligible for FMLA leave, any such leave(s) for the birth or placement of a child or care of a sick parent may be limited to a total aggregate of twelve (12) workweeks.
- 5. The special rules set forth in Section 108 of the Act for employees employed principally in an instructional capacity and pertaining to intermittent leaves, leaves on a reduced schedule, temporary transfers to alternative positions and periods of leave near the conclusion of an academic term may be exercised, applied, and/or required by the school district in order to lessen the impact of any such leaves upon the students affected thereby.

E. Health Insurance, Seniority, Other Benefits

- 1. Health and life insurance will be continued during any period of approved FMLA leave. Required employee health and life insurance contributions shall be set off against the employee's first paycheck upon the employee's return to work and upon subsequent paychecks, if need be, until all such contributions have been fully paid.

2. Monies owing the Town and/or Committee if an employee does not return to work shall be set off against available funds owing the employee; if there are no such available funds, the employee will be billed.
3. Seniority and other employment benefits shall not continue to accrue during the unpaid periods of any FMLA leave(s).
4. Employees shall be required to utilize any paid sick leave to which they may be entitled coterminously with the period of any FMLA leave provided pursuant to this Article. The provisions of this subparagraph 4 shall not affect the discretion of the Sick Leave Bank Committee established in Paragraph 15.9 of the parties' Master Agreement to grant or to deny any application for sick leave thereunder.
5. Employment decisions un-related to the leave status of any employee shall be made as if the employee were not on leave, including but not thereby limiting the generality of the foregoing, decisions regarding reductions in force.

F. Restoration of Employment. Failure to Fulfill Leave Obligations or Return to Duty

1. An employee returning from an FMLA leave shall be restored to the position he or she held when the leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Employees who fail to adhere to any applicable conditions, re-certifications or other requirements of any FMLA leave(s) may be denied a continuation of any such leave(s).
3. In the event an employee claims he or she is unable to return to work after an FMLA leave has expired because of the continuation, re-occurrence or onset of a serious health condition of the employee, spouse, son, daughter, or parent, the Administration may require certification of such claims by an appropriate health care provider. Any requests for such certification(s) of claims shall not be considered or construed to be a grant of, or a continuation of, any leave granted pursuant to this Article.
4. Failure to timely respond to any requests concerning the employee's intention to return to work as well as an employee's failure to return to work at the expiration of any leave hereunder may result in a determination that the employee has abandoned his or her employment, is unable to continue employment because of incapacity and/or or has voluntarily resigned.

**ARTICLE XVIII  
SUBSTITUTE TEACHERS**

- 18.1 In those cases where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute teacher during his/her non-teaching time, said teacher will be paid an additional twenty-six dollars (\$26.00) or fraction thereof for each period substituted for the 2007-2008 and 2008-2009 school years. (A period is considered to be 40-50 minutes. Payments for periods of less than forty (40) minutes shall be prorated on the basis of forty (40) minutes representing a period.) Such arrangements will be made by the principal of the school. At the Senior High School, payment will be made on the basis of fifty-two dollars (\$52.00) per block served. A block shall be considered to be a minimum of eighty-four (84) minutes long. Payments of less than eighty-four (84) minutes shall be prorated on the basis of eighty-four minutes representing a block. Effective September 1, 2009, the foregoing rate shall be increased to twenty-seven dollars (\$27.00) per period (fifty-four dollars [\$54.00]) per block.
- 18.2 In the absence of a special subject teacher (art, music, physical education, library, etc.) when the regular teacher assumes responsibility and teaches a scheduled lesson in the special subject teacher's field, the regular teacher shall be paid as stated above.

**ARTICLE XIX  
PROFESSIONAL DEVELOPMENT**

- 19.1 The Committee will grant financial assistance to teachers covered by this Agreement who pursue advanced study under the following terms and conditions:
- (a) **Eligibility** - In order to be eligible for assistance under this Article a teacher may:
- (1) Pursue only such advanced courses which are directly related to the professional growth of the individual teacher, subject to the approval of the Superintendent.
  - (2) Enroll in a recognized degree program (Masters', CAGS, Doctoral). For nurses, a recognized degree program shall include Bachelors' Degree.
  - (3) Be a kindergarten through Grade 8, 01-Elementary certified teacher who received a notice pursuant to Article XXI, paragraph 21.2 (g) of this Agreement, and as a result is pursuing a secondary certification in Science, Mathematics, or Foreign Language.
- (b) **Financial Assistance** - For the purpose of computing payments owing under this Article, the Committee shall use, as the cost of any particular course for which reimbursement is sought, the lesser of the actual course cost submitted or an "average course cost" obtained by computing the average cost of such a course as if it had been taken at the University of Massachusetts, Boston, and at Bridgewater State University (if need be, the cost of similar courses may be substituted). Subject always to the application of the foregoing reimbursement limitation via the



usage of such "average course cost", if a teacher is eligible for assistance under this Article, the Committee will pay three-quarters (3/4) the cost of courses pursued under the provisions of 1 (a) (1) above, and all of the cost of courses pursued under the provisions of 1 (a) (2) above at the school of the teacher's choice, not to exceed three (3) courses of up to twelve (12) semester hours in any one fiscal year (July 1 through June 30th). Also subject to said reimbursement limitation, the Committee will pay all of the cost of courses pursued under the provisions of 1 (a) (3) above at the school of the teacher's choice, not to exceed three (3) courses of up to twelve (12) semester hours in any one fiscal year (July 1 through June 30th).

- (1) Teachers who do not pursue a recognized degree program will be limited to two (2) courses each fiscal year.
- (2) Teachers who enroll in and pursue a recognized degree program will receive assistance for up to three (3) courses of up to twelve (12) semester hours per fiscal year.
- (3) Assistance under this Article will be limited to tuition, registration, laboratory fees, curriculum maintenance fees, and any other costs assessed by the college or university. It will not include books or transportation.
- (4) Assistance will be paid to the teacher upon presentation of evidence of payment and the earning of undergraduate or graduate credits with a grade of "A" or "B" where applicable. Certain special programs may be approved under this Article if deemed to be educationally valid by the Superintendent.

(c) **Reimbursement Preferences**--Notwithstanding any provision(s) of this Article or Agreement to the contrary, under no circumstances shall the total payments made by the Committee pursuant to the provisions of this paragraph 19.1 exceed the sum of eighty thousand dollars (\$80,000) during each fiscal year (July 1, 2012 through June 30, 2015). The said \$80,000 total sum shall be divided into two (2) allotments or pools of monies to be made available to qualifying individuals as follows:

- (1) Professional staff enrolled in a recognized first Masters' Degree program pursuant to paragraph 19.1(a)(2) above shall be given preference for reimbursement from a pool of thirty two thousand dollars (\$32,000) (Pool 1);
- (2) Professional staff not enrolled in a recognized degree program but pursuing approved advanced study or courses pursuant to paragraph 19.1(a)(1) above or enrolled in and pursuing a recognized degree program other than his or her first Masters degree (Masters', CAGS, Doctoral). For nurses, a recognized degree program shall include Bachelors' Degree pursuant to 19.1(a)(2) shall be given preference for reimbursement from a pool of forty-eight thousand dollars (\$48,000) (Pool 2);
- (3) Reimbursement of professional staff within each pool above shall be granted as follows;

- i. Each pool will be divided into four (4) Terms for the fiscal year
- ii. Each term will cover a specific period of time and have a required date of submission for requesting reimbursement and a specific date of notification of approval for reimbursement and the amount of reimbursement the professional staff will receive upon submission of proof of successful completion of the course(s)
- iii. Course(s) must start within the time frame of the term, but do not have to finish within that time frame
- iv. Each term will have a specific amount of monies available for reimbursement for that quarter, the amount to be agreed upon by the Committee and/or their designee and the Association, but not to exceed the total amount available for that pool (Pool 1 thirty two thousand dollars (\$32,000), Pool 2 forty-eight thousand dollars (\$48,000))
- v. If, in any term, the total cost of eligible, approved requests (up to a total of two (2) courses for those not enrolled in a degree program or three (3) courses for those enrolled in an approved degree program) submitted for that term exceeds the amount available for that pool, the reimbursement calculation will be figured first, for the first courses submitted that fiscal year then, if funds are available after this, reimbursement for second and/or third eligible courses will be provided using the calculation formula below.
  - a. Pool 1: If requests exceed available funds, add up what is due for reimbursement (cost of course cannot exceed the average cost of a comparable course taken at the University of Massachusetts, Boston, and at Bridgewater State University) and divide this figure into the amount available for the term. This will provide a percentage, which will be used for reimbursement. Each person will be reimbursed that percentage of his/her costs for the course. (e.g. Pool 1, Term 1- \$13,000 in requests divided by \$11,000 available = 85%. Each course would be reimbursed at 85% of the cost of the course (not to exceed the predetermined average cost per course).
  - b. Pool 2: If requests exceed available funds, add up what is due for reimbursement (cost of course cannot exceed the average cost of a comparable course taken at the University of Massachusetts, Boston, and at Bridgewater State University). For those not enrolled in a degree program, they are eligible for up to 75% of the cost per course. For those in a degree program, they are eligible for up to 100% of the cost of the course. Divide this figure into the amount available in the term. This will provide a percentage, which will be used for reimbursement. Each person will be reimbursed that percentage of the cost of the course that is eligible for reimbursement. (e.g. Pool 2, Term 4- \$16,000 in requests

divided into \$10,000 available = 63%. Each course would be reimbursed at 63% of the cost of the course not to exceed 75% of the cost per course, if not in a degree program or 100% if in a degree program (not to exceed the predetermined average cost per course).

- vi. Any remaining unused and uncommitted monetary allotments from a pool's previous quarter shall be added to that pool's next quarter and utilized to reimburse any professional staff who submit for reimbursement subject always to the reimbursement limitations of this Article;
  - vii. Prior to the final allocation of reimbursement funds for the fourth quarter, any remaining unused and uncommitted monetary allotments from either Pool 1 or Pool 2 for that fiscal year for which there is no qualified request from that pool shall be added to the other pool's fund and utilized to reimburse any professional staff who submit for reimbursement subject always to the reimbursement limitations of this Article;
- 19.2 New teachers in the Marshfield School System shall become eligible for assistance during the summer following their first year of service.
- 19.3 Upon application to the Superintendent, otherwise qualified professional employees shall be granted assistance of up to two (2) thousand dollars (\$2,000) for the purpose of seeking certification through an approved alternative education program.
- 19.4 Subject to the approval of the Committee, the Superintendent may arrange a substitute program of study of no less than thirty-three (33) credit hours as an equivalent of a Masters' Program for those teachers for whom there exists no regular program in a specific field of study.
- 19.5 A Professional Development Committee shall be established and shall be composed of one (1) teacher appointed by the Association from each of the elementary schools, the Furnace Brook School, and the High School, as well as the President of the Association and the Superintendent or his/her designee. This Committee shall meet as necessary to fulfill its purpose of evaluating and making recommendations to the Superintendent concerning such matters as course and degree program approvals under this Article and any other matters concerning staff development and the improvement of education in the Marshfield Schools. Assistance under this Article will be granted only after recommended courses and/or programs have been approved by the Superintendent. The Administration will provide such supplies and secretarial assistance as is reasonably necessary as determined by the Superintendent.
- 19.6 The employer agrees to provide written notification of participation to members of the bargaining unit who volunteer to serve on any committees which meet after the normal workday or who volunteer to attend any meetings after the normal workday beyond those required in Article V, paragraphs 5.6 and 5.7 of this Agreement. Such

verification shall include the nature of the activity the bargaining unit member engaged in and the amount of time involved in such participation.

- 19.7 The Association and Committee agree that the Professional Development Committee established pursuant to Section 19.5 above shall be charged with investigating the feasibility of allowing bargaining unit members to enroll in courses offered on site in Marshfield by Bridgewater State University or any other appropriate institution and to make non-binding recommendations to the parties with respect to any payments and/or reimbursements which might be reasonably associated with such enrollments. In addition, said Professional Development Committee shall be charged with formulating non-binding recommendations to the parties with respect to a mentoring program to include, but not necessarily be limited to, teachers new to the Marshfield School System. Thereafter, the parties agree to meet to review and negotiate concerning any of the Professional Development Committee's recommendations.
- 19.8 Teachers who participate in the Marshfield Public Schools Mentoring Program as Mentors or Facilitators shall be paid the following stipends per school year:
- |             |          |
|-------------|----------|
| Mentor      | \$900.00 |
| Facilitator | \$600.00 |

## **ARTICLE XX TEACHER AIDES**

- 20.1 Teacher aide time shall be provided in each elementary school building on the basis of a ratio of one and one-half (1 1/2) hours per week, per regular teaching staff member, while the school is in session.
- 20.2 Teacher aide duties shall be extended to assisting in the lunchrooms and at recess, such time to be used at the discretion of the building principal.
- 20.3 All teachers in the elementary school buildings, excepting teachers of art, music, physical education, reading, instrumental music, librarians, and administrators are to be considered regular teaching staff and shall be entitled to one and one-half (1 1/2) hours per week of teacher aide time.
- 20.4 The Committee agrees to the employment of an adequate number of library aides to assist librarians in the performance of their duties in order to provide the most efficient library service possible.
- 20.5 The building principal and the professional teaching staff shall meet no later than October 1 of each school year to discuss, plan, and mutually agree upon the optimal utilization of allotted teacher aide time.
- 20.6 With the sole exception of the provisions of paragraph 20.4 above, the Association and the Committee agree that the provisions of Article XX, Teacher Aides, shall be suspended for the duration of this Agreement or until there is an improvement in the budget of the Committee sufficient to allow the Committee to adhere to the provisions

of Article XX; furthermore, both parties recognize that it may be educationally desirable and necessary to rehire a limited number of aides in certain instances to assist the professional staff, although a return to the levels mandated by Article XX may not be economically possible and, within existing budgetary constraints, educationally feasible. However, in such instances of hiring a limited number of aides, both parties further agree that such hiring shall constitute no precedent nor be construed as an abandonment of the original purpose of this paragraph, which is to promote the Committee's ability to maintain a level of professional staff necessary to provide education of the highest quality to the students of Marshfield while recognizing, at the same time, the need to provide assistance to remaining professional staff and services to students at all levels.

## **ARTICLE XXI DISMISSAL - REDUCTION IN FORCE**

- 21.1 Teacher(s) without professional teacher status shall be entitled to a hearing in accordance with the provisions of Section 42 of Chapter 71 of the General Laws as amended by Section 1 of Chapter 388 of June, 1970.
- 21.2 The Committees retains the exclusive right and sole responsibility to determine the number of teaching and other professional positions needed in the school system including the right to determine the number of employees to be laid off, recalled, or that a particular type of teaching service should be discontinued. Such decisions shall not be subject to the Grievance and Arbitration procedure but, once made, the following policy for reduction in personnel will be followed:
- (a) In all cases the provisions of applicable laws as they pertain to the dismissal of teacher(s) with professional teacher status and teacher(s) without professional teacher status shall apply.
  - (b) A teacher with professional teacher status shall not be laid off if there is a teacher without professional teacher status whose position the teacher with professional teacher status is qualified to fill.
  - (c) If the Superintendent determines it is necessary to reduce the number of teacher(s) with professional teacher status covered by this Agreement, he/she shall attempt to accomplish said reduction by attrition.
  - (d) In the event a reduction cannot be accomplished by attrition and a teacher with professional teacher status must be laid off, the Superintendent shall lay off the least senior teacher within the area of certification concerned. A teacher who is laid off may bump a less senior teacher in an area in which the teacher laid off is certified. In the event a teacher who is laid off may be eligible to continue employment by bumping or otherwise as a result of holding multiple certifications, the Superintendent will make a good faith effort to assign the eligible teacher to the available position most comparable to that position from which the eligible teacher was laid off. The eligible teacher will be consulted with respect to his/her opinion of which available position is the most comparable position prior to his/her assignment. The Association agrees that the final decision with respect to the assignment of such

eligible teachers shall be that of the Superintendent and shall not be subject to the Grievance and Arbitration provisions of the Agreement between the Association and the Committee.

- (e) Seniority means a teacher's length of service in years, months, and days in the Marshfield Schools, provided that the seniority of present teachers as of the effective date of this Agreement shall consist of their length of service as defined above from their initial date of employment (not hiring). For purposes of computing seniority, time spent on the following types of leaves shall be included: paid sabbatical leave, a paid leave of absence granted for any other reason, military leave (only to the limits required to be credited by state or federal law), any leave for which increment credit is granted, leave granted to serve in the Peace Corps, as an exchange teacher or other service judged comparable by the Superintendent, and absence due to personal injury for which seniority credit is granted pursuant to Article XXIII of this Agreement. Seniority of part-time teachers shall not be prorated, but rather shall be treated as if they had been always employed on a full-time basis. In case of identical initial date of employment, seniority shall be determined by the drawing of lots by such employees.
- (f) A list specifying the seniority of each professional teacher status member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Association as soon as reasonably possible following the execution of this Agreement and annually thereafter on September 1. If no challenge to the list is made by the Association within thirty (30) days of receipt of the list, the list stands as written. The seniority list prepared by the Superintendent need not specify a teacher's length of service in years, months, and days but for the parties' convenience may solely indicate a teacher's length of service in terms of years and months. However, in all cases, days of service shall be counted in determining teachers' seniority for purposes of any reduction in force. For a reduction in force to take place at the beginning of a school year, the seniority of teachers as of April 1 of the preceding school year shall be used. A list specifying the seniority of teachers as of April 1 shall be forwarded to the President of the Association. If no challenge to the list is made by the Association within fifteen (15) days of receipt of the list, the list stands as written. As the time of layoff (or at any time prior thereto) a teacher may, for purposes of recall, voluntarily withdraw his/her name from the seniority list of a given discipline in which s/he is certified. Said withdrawal must be in writing and shall be effective through the entire school year next following the school year in which said withdrawal is made. If a teacher who has withdrawn his/her name from a discipline wishes to have his/her name reinstated in said discipline for a subsequent school year, s/he must notify the Superintendent in writing of that desire prior to March 1 of that year **or** his/her name will remain withdrawn for the subsequent school year.
- (g) No later than the end of the first work week following the Christmas vacation, the Administration will notify teachers holding a 0-1 (K-8) Elementary Certification who, it estimates, may be subject to layoff for the ensuing school year. Any teacher

so notified who, in the event of layoff is required to bump a less senior teacher in the disciplines of Math, Science, or Foreign Language, may do so upon being reached for layoff provided such a teacher:

- (1) presents written evidence to the Administration prior to April 1 of the year notified of application to the Massachusetts Department of Education for certification in said discipline(s) and
- (2) prior to the beginning of the ensuing school year and as a condition of employment in said discipline(s) presents written evidence to the Administration of successful completion of at least nine (9) semester hours of credit toward certification in said discipline(s).

In addition, such a teacher shall notify the Administration as soon as possible of the anticipated dates of enrollment and completion of credits taken to fulfill the requirement of Paragraph (2) above. In fairness to the entire professional staff, and in order to facilitate the opening of school, it is recognized that the Administration may, from time to time, request progress information from a teacher who is pursuing certification in the disciplines of Math, Science, or Foreign Language.

In the event it becomes necessary for the Superintendent to lay off teachers holding a 0-1 (K-8) Elementary Certification during the course of a school year, the Committee agrees to meet immediately with the Association to negotiate over the impact of the Superintendent's decision to institute such layoffs.

- (h) Seniority rights for bumping and/or for recall purposes shall be exercised within areas of certification in which teachers with professional teacher status are certified as of February 1 of any school year. Any new area of certification secured by a teacher subsequent to February 1 of a given school year shall not be utilized in determining bumping and/or recall rights relative to a reduction in force to occur in the immediately following school year; exceptions to the utilization of new areas of certification secured after February 1 of any year may be made at the discretion of the Committee or shall be made pursuant to Section (g) above. Any teacher who obtains an additional certification after February 1 of a given year and who has been laid off shall have his/her name placed on the recall list for that new area of certification as of the date s/he submits evidence to the Administration of having obtained said new certification; such teacher shall be eligible for recall in that newly obtained area of certification provided there is no one eligible for recall who was laid off in that area of certification.
- (i) Except in unforeseen circumstances, teachers whose employment will be terminated in full or in part by a reduction in staff to be effective at the beginning of the ensuing school year shall be notified by May 1 of the school year preceding that in which the reduction is to take place. In no event shall such notification be later than June 1 of the school year preceding the September in which the reduction is to be effectuated.

In the event it becomes necessary for the Superintendent to lay off teachers during the course of a school year, the Superintendent agrees to make every effort to provide thirty (30) calendar days' notice prior to the effective date of the layoff.

- (j) If teachers who are laid off request, in writing to the Superintendent to be placed on recall, then during a period of two (2) years from the effective date of their layoff, teacher(s) with professional teacher status shall be given preference for positions as they develop in the inverse order of their respective layoff.
- (k) In the event of recall, teachers shall be notified by Certified Mail to their last address of record with the Superintendent, and must advise the Superintendent of their acceptance of the position being offered within fifteen (15) days following the date of mailing or seven (7) days following the receipt of said notice, whichever comes first, or forfeit all recall rights. The Superintendent/Principal shall not be required to make more than one offer of reemployment during the period that a teacher is eligible for recall.
- (l) In the event that two or more positions become simultaneously available so that the senior teacher with professional teacher status waiting recall on the list may be assigned more than one (1) position, the Superintendent will make a good faith effort to assign the eligible teacher to the available position most comparable to that position from which the eligible teacher was laid off. The eligible teacher will be consulted with respect to his/her opinion of which available position is the most comparable position prior to his/her assignment. The Association agrees that the final decision with respect to the assignment of such eligible teacher shall be that of the Superintendent and shall not be subject to the Grievance and Arbitration provisions of the Agreement between the Association and the Committee.
- (m) A teacher with professional teacher status who is reduced from a full-time position and is on the recall list may refuse to accept an offer of a part-time position without forfeiting his/her recall rights for the duration of the recall period, and an analogous right shall exist for a teacher with professional teacher status who may be reduced from a part-time position and offered a full-time position. However, should such a teacher with professional teacher status who is reduced from a full-time position refuse a part-time position which subsequently is accepted by a less senior teacher on layoff, and following such acceptance and the beginning of the school year should such a part-time position be restored to full-time status, the less senior teacher having accepted the position shall not be displaced by the more senior teacher for that school year.
- (n) A teacher with professional teacher status who is reduced from a full-time position and is on the recall list may accept a part-time position and retain his/her eligibility to be assigned a full-time position for the subsequent school year, and an analogous right shall exist for a teacher with professional teacher status who may be reduced from a part-time position, accept a full-time position, and wish to retain eligibility for assignment to a part-time position for the subsequent school year. Teachers who wish to retain such eligibility shall so advise the Superintendent in writing at the time of their initial acceptance of the full-time or part-time employment which they would prefer not to continue during the subsequent school year. In no event shall the retention of eligibility for assignment to a full- or part-time position exceed the length of the recall period.



- (o) In order to fully effectuate the recall provisions of this Article, it is agreed that upon stabilization of the recall list at the beginning of a school year, vacancies which occur subsequent to September 1 shall be posted in accordance with the provisions of Article X; however, no vacant position shall be awarded to any teacher not on layoff unless and until all teachers who have been laid off and not recalled have refused recall to said position. Furthermore, in recognition of both parties' desire to maximize, where possible, employment opportunities for all teacher(s) with professional teacher status on layoff, the Superintendent may, but shall not be required to offer a full-time position on recall to a teacher with professional teacher status laid off from a part-time position if a part-time position exists on recall for which that teacher is eligible.
- (p) Teachers recalled pursuant to the above provisions shall be credited with all previously accrued time in Marshfield for the purposes of placement on the salary schedule and any previously unused sick leave.
- (q) During said recall period, employees laid off under this Article shall be given priority on the substitute list. Teachers must indicate their desire for substitute work in writing.
- (r) To the extent permitted by General Laws Chapter 32B and the insurance carrier(s) concerned, laid off employees may continue group health and life insurance coverage provided pursuant to this Agreement during the recall period, by reimbursing the Town for full premium cost. Failure to timely forward premium payments to the Town or refusal to return to employment upon recall will terminate this option.
- (s) For purposes of notification of layoff and a teacher's request to be granted a leave of absence as a result of layoff, the letters contained in Appendix D of this Agreement will be used.
- (t) The foregoing policy for reduction in personnel shall apply solely to teachers with professional teacher status.

## **ARTICLE XXII PROTECTION**

- 22.1 Teachers will immediately report, in writing, to their respective principals, all cases of assault, including incidents of sexual harassment suffered by them in connection with their employment.
- 22.2 A copy of this report will be forwarded by the principal to the Superintendent who will comply with any reasonable request from the teacher for information in his/her possession, which is not legally restricted, relating to the incident or the person involved, and will act in appropriate ways as liaison between the teacher, police, and the courts.
- 22.3 The Superintendent will report such cases to the Committee. The Committee will provide the Superintendent any information in its possession, which is not legally restricted, relating to the incident.

- 22.4 If a teacher requires legal counsel, whether as a defendant or as a complainant in an employment-related criminal or civil assault proceeding, the Committee will provide legal counsel or reimburse the teacher for reasonable counsel fees in accordance with and to the extent of its authority to do so under prevailing state statutes.
- 22.5 The Committee agrees to provide adequate malpractice insurance for the protection of members of Unit B.

**ARTICLE XXIII  
PERSONAL INJURY BENEFITS**

- 23.1 (a) Whenever a teacher is absent from school as a result of injury caused by an accident or an assault occurring in the course of his/her employment, the teacher may, if s/he so elects, be paid his/her full salary (less the amount of any Workers' Compensation award made for temporary disability due to such injury) to the extent of the teacher's available accumulated sick leave pursuant to Chapter 152, Section 69 of the General Laws of the Commonwealth of Massachusetts.
- (b) During the period a teacher is receiving Workers' Compensation, s/he shall be able to accumulate seniority up to a maximum of two hundred forty (240) days whether or not the teacher elects to use his/her accumulated sick leave during the period of absence from work. In cases of a recurrence or aggravation of the same injury occurring in the course of his/her employment, a teacher may be granted additional seniority credit at the discretion of the School Committee. In cases of a new injury occurring in the course of a teacher's employment, a teacher receiving Workers' Compensation for said new injury shall be eligible to accumulate additional seniority up to the maximum of two hundred forty (240) days as provided above.
- 23.2 The Committee will reimburse a teacher for:
- (a) any clothing or other personal property damaged or destroyed in the course of his/her employment;
- (b) the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment; and
- (c) theft of personal property used in the course of employment to enhance the instructional effort, not otherwise covered by insurance, up to a maximum of three hundred dollars (\$300.00) per loss, provided, however, that eligibility for reimbursement of more than one hundred dollars (\$100.00) shall be conditioned upon the building principal's prior approval of such use. In the event an item of personal property is not covered by a teacher's homeowners or other insurance and has a value greater than three hundred dollars (\$300.00), upon the request of the teacher the building principal may, with the Superintendent's approval, agree to reimburse the teacher for the premium cost necessary to protect such property during the period it is used for educational purposes, but in no event shall the total premium cost and any reimbursement due to a deductible exceed three hundred dollars (\$300.00).

**ARTICLE XXIV  
INSURANCE AND ANNUITY PLAN**

- 24.1 The Town of Marshfield will pay its authorized percentage or dollar amount, as permitted by law, of the cost of the following:
- (a) A \$10,000.00 term life insurance plan;
  - (b) Individual or family coverage, whichever applies in the particular case, for the health insurance coverage provided by the Town of Marshfield pursuant to Massachusetts General Laws, Chapter 32B. (Effective July 1, 2006 (Open Enrollment May, 2006) the Town shall not be required to provide an indemnity health insurance plan (BC/BS Master Health) to employees in the bargaining unit.
  - (c) The Association hereby recognizes and agrees that the Town of Marshfield and the Marshfield School Committee shall be under no obligation to negotiate with the Association with respect to any changes which may be made from year-to-year by any insurance carrier or carriers or any plan, program, or contract(s) of insurance provided to members of the bargaining unit by the Town of Marshfield with respect to the eligibility for, or payment of benefits thereunder, or co-payments or any other fees or charges required to be paid by members of the bargaining unit as a condition of receipt of any benefits provided pursuant to any such plans, programs or contract(s), no matter however denominated or described, including without limiting the generality of the foregoing, any changes in payments or co-payments associated with office visits, physicals, emergency room care or prescription drugs.
- 24.2 The Committee and the Association agree to allow members of the bargaining unit represented by the Association to participate in the Town of Marshfield Premium Conversion Plan, a so-called "cafeteria plan", established pursuant to Section 125 of the Internal Revenue Service Code in order to allow employees of the Town of Marshfield to utilize pre-tax income to pay their contributions toward the premium cost of health, life, and dental insurance provided such employees, pursuant to Massachusetts General Law, Chapter 32B. The Committee and the Association further agree that in the event said cafeteria plan is amended or terminated by the Town, the Committee, upon the request of the Association, agrees to negotiate regarding any such amendments or, in the event of termination, regarding the establishment of an alternative plan.
- 24.3 (a) The Committee will, at the written request of a Professional Employee, enter into an agreement with said employee to reduce the amount of his/her salary pursuant to Section 403 of the Internal Revenue Code, as amended and in accordance with G.L. c.71, Section 37B, and to apply the amount of said reduction in salary to the purchase of a tax sheltered annuity plan for said employee, provided, however, that the Committee will not purchase any such contracts from a company unless the company has at least five (5) employees enrolled as members. Also new companies must have five (5) or more employees enrolled before the Committee will purchase contracts from them. The Committee will continue to contract with all existing companies with less than five (5) employees enrolled; however, no new contract will

be purchased from such companies unless a total of five (5) or more employees are enrolled.

- (b) All new agreements for tax sheltered annuities, changes in companies as well as any changes in the amount of the deductions to be made shall be entered into or completed with ninety (90) calendar days of the opening of a school year. Each employee may effectuate changes and/or enter new agreements on one additional occasion during each school year, provided all such changes or new agreements shall be effective during the month of March in the 1994-1995 work year and during the month of January in all subsequent years of this Agreement.
- (c) Deductions will be made in equal amounts each pay period by the Committee from the employee's paycheck.
- (d) A policy may be canceled by an employee at any time during the school year.
- (e) Nothing herein shall be construed to conflict with the provisions of G.L. Chapter 71, Section 37B, as said Section may, from time to time, be amended.

#### **ARTICLE XXV TEXTBOOKS**

- 25.1 The Committee will aid by the provisions of law with respect to textbook selection as outlined in Sections 48 and 50 of Chapter 71 of the General Laws of Massachusetts.
- 25.2 Before the administration changes textbooks or selects a new textbook series for general adoption within the system, a general notification will be issued by means of an administrative bulletin to the effect that the administration is considering a change. The Superintendent or his designee shall select a committee for the purpose of recommending such a change, consisting of representatives from the grade levels or academic departments concerned. The Association will have the right to select not more than two (2) representatives to serve as members of such a committee. Members of the bargaining unit at the building level and/or within a given department who may be affected by or concerned about any change in textbook or adoption of any new textbook(s) shall be encouraged to provide input to committee representatives. The Association may, if it desires to initiate action for a change in a textbook or selection of a new textbook series, file a written notice with the Superintendent or his designee, who will appoint a committee for the purpose of studying the recommendation.

#### **ARTICLE XXVI PAYROLL DEDUCTIONS/AGENCY FEE**

- 26.1 The Committee hereby accepts the provisions of Section 17C of Chapter 180 and Chapter 149, Subsection 178B of the General Laws of Massachusetts, and in accordance therewith, shall certify to the Treasurer of Marshfield all payroll deductions for payment of professional dues (Marshfield Education Association, National Education Association, Massachusetts

Teachers Association, Plymouth County Education Association), deposits and/or payments to the Massachusetts Teachers Association Credit Union, and tax sheltered annuities duly authorized by employees covered by this Agreement.

26.2 For any employee covered by this Collective Bargaining Agreement who is not a member in good standing of the Association, it shall be a condition of employment during the life of this Collective Bargaining Agreement that on or after the thirtieth day following the beginning of such employee's employment or the effective date of this Agreement, whichever is later, s/he shall pay an Agency Service Fee to the Association which shall be an amount equal to the amount required to become and remain a member in good standing of the Association subject to the provisions contained in Chapter 150E, Section 12 of the General Laws of the Commonwealth of Massachusetts, including any provisions regarding the payment of rebates, and all applicable rules and regulations of the Massachusetts Labor Relations Commission, as said Section 12, and any such rules and regulations from time to time may be amended. Any such Agency Service Fee may be deducted from the salary of any such employee who signs an authorization form permitting such deductions and shall be transmitted to the Association together with the regular dues transmitted pursuant to paragraph 26.1 above.

- (a) If, at the end of the aforementioned thirty (30) days any employee has not paid the Agency Fee, the Association shall so notify the employee of his/her rights under the rules and regulations of the Massachusetts Labor Relations Commission and will request the Superintendent to take appropriate action.
- (b) If the Agency Service Fee has not been paid by any employee within six (6) months of the original notification of non-payment by the Association as provided for in paragraph (a), or such longer period as may be required or allowed by applicable laws or regulations, the Association will write to the Superintendent so informing the Superintendent and request the Superintendent to initiate termination proceedings against such employee or employees.
- (c) The Superintendent agrees to initiate termination proceedings against any employee who has failed to pay the Agency Service Fee as required by the Contract within fourteen (14) calendar days following the demand for termination as provided for in paragraph (b) unless the employee has exercised rights as provided in Section 17.06 (1-3) of the Massachusetts Labor Relations Commission's Rules and Regulations or by other applicable law or constitutional provision has challenged the validity or amount of the Service Fee.
- (d) No employee who has exercised his/her rights to challenge the validity or amount of said Agency Fee shall be terminated during the pendency of any charges regarding the same filed at the Massachusetts Labor Relations Commission or during the pendency of suit(s) regarding the same in federal and state courts.
- (e) The Superintendent or his/her designee shall certify to the Treasurer of Marshfield all payroll deductions for the payment of dues and/or Agency Fees to the Association that have been duly authorized by employees covered by this Agreement.

- (f) The Committee's obligation to make such deductions concerning an employee shall terminate automatically upon notice of the employee's challenge to the validity or amount of an Agency Fee, termination of the employee who submitted the authorization, or upon receipt of a timely and properly written notice revoking such authorization, except that deductions shall be resumed if any employee who has been laid off is recalled, and no period of revocation intervened during his layoff period.
- (g) The Association shall indemnify and save the Committee harmless against any claim, demand, suit, or any other form of liability that may arise out of, or by reason of, action taken or not taken by the Superintendent for the purpose of complying with this Article, or in compliance with any dues deduction authorization furnished to the Committee. The Association will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the Agency Fee. In such litigation, the Committee may, but shall not be obligated to, defend the termination.

## **ARTICLE XXVII GENERAL**

- 27.1 There will be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in the Association, or participation or non-participation in its activities.
- 27.2 If negotiation meetings between the Committee and the Association are scheduled during the school day, the representatives of the Association will be relieved from their regular duties without loss of pay, as necessary, in order to permit their participation in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure) for a Building Representative, member of the Professional Rights and Responsibilities Committee, or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, s/he will, upon written notice to his/her principal or immediate superior and to the Superintendent by the Chairman of the Professional Rights and Responsibilities Committee, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
- 27.3 Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- 27.4 The Committee will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement.

- 27.5 The cost of printing copies of this Agreement will be shared equally by the Association and the Committee. The format will be in a form mutually agreed upon by both parties. A copy will be distributed to each member of the bargaining unit.
- 27.6 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force. The parties recognize and agree that the provisions of this Agreement are intended to be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993.
- 27.7 This Agreement constitutes Committee policy with respect to teachers' wages, hours, and other conditions of their employment for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- 27.8 **Hiring professional staff above Step** - When it is necessary to hire a professional staff member above the stated Step on the Salary Schedule due to extenuating circumstances, the Superintendent shall notify, in writing, the Chairman of the Professional Rights and Responsibilities Committee of those circumstances, the Step placement, and the name of the person hired.
- 27.9 Individualized job descriptions of all professional positions will be available in the Superintendent's Office. The Superintendent will be available for consultation concerning job descriptions.
- 27.10 The Superintendent and the Professional Rights and Responsibilities Committee, upon request of either party, will meet during the school year to discuss items of mutual concern.
- 27.11 Teachers shall be responsible for keeping current their personnel folders and for supplying transcripts and other data; such information must be received by the Superintendent by September 1 to be effective in the Fall of that school year, or by February 1 to be effective for the remainder of that school year.
- 27.12 Schools shall remain open for regular sessions on the day of the Plymouth County Education Association Convention.
- 27.13 Audiometer testing of all Technology Education teachers, all Physical Education teachers, and Band Leaders shall be mandatory for protection against hearing loss.
- Semi-annual tests (October and May) shall be given by a registered school nurse, and appropriate record(s) filed in each member's personnel file.
- 27.14 Partnership and part-time teachers shall be entitled to the provisions of this Agreement, as applicable, on a pro-rata basis.

- 27.15 The Committee and the Association agree to reopen negotiations on the matter of Thursday In-Service sessions in the event that state mandates require changes affecting the Thursday In-Service sessions during the life of this Agreement.

**ARTICLE XXVIII  
TRAVEL EXPENSES**

- 28.1 Mileage at the current Town rate will be reimbursed when private cars are used for approved travel to attend professional development and educational improvement programs.
- 28.2 Mileage at the current Town rate will be reimbursed when private cars are used for approved and required travel between school buildings by teachers and supervisors whose daily teaching or supervisory assignments require such travel.
- 28.3 Standard forms utilized by the School Department must be submitted to the Superintendent's Office for travel expense payment as follows:
- (a) In 28.1 above, as soon as possible after travel has been completed.
  - (b) In 28.2 above, on the first Monday of each month, listing daily travel during the previous month.
- 28.4 Members of the professional staff using a privately owned vehicle for authorized school purposes to include infrequent and occasional transportation of students to their homes shall be covered by the provisions of Chapter 258 of the General Laws of the Commonwealth of Massachusetts as it may from time to time be amended, and as construed by Massachusetts courts of competent jurisdiction.

**ARTICLE XXIX  
EARLY RETIREMENT INCENTIVE**

In order to provide an incentive for early retirement from the Marshfield Public Schools to reward those who desire to end their careers of long service to the children of Marshfield and, at the same time, to provide a long term financial savings to the Town of Marshfield as well as career advancement opportunities for other teachers, an Early Retirement Program has been agreed upon as follows:

- 29.1 Those eligible to participate in the program are all teachers who have, as of January 1, 1991, served a minimum of twenty (20) years in the Marshfield Public Schools and who as of that date meet the following requirements and qualifications:
- (a) The teacher must be at a maximum Salary Step (Step 10 through 13 of the Bachelors' or Bachelors' + 15 Salary Columns of the Enhanced Salary Schedule or Step 12 through 15 of the remaining Salary Columns of the Enhanced Schedules);



- (b) The teacher must elect to take advantage of the incentive by retiring in the 1991-92 fiscal year and by filing a Preliminary Notice of said election as set forth in Paragraph c below.
  - (c) Not later than 5:00 p.m. January 18, 1991, any teacher desiring to elect early retirement in the 1991-92 fiscal year must have preliminarily notified the Superintendent of Schools, in writing, of his/her intention to retire early, and the effective date of said early retirement. Preliminary Notice of intent to retire (whether amended or not) shall become final and irrevocable as of 5:00 p.m. February 15, 1991, subject only to the conditions of Paragraphs (d) and (e) below.
  - (d) No more than ten (10) teachers shall be eligible to elect early retirement in the 1991-1992 fiscal year. In the event more than ten (10) teachers elect early retirement during the 1991-1992 fiscal year, only the ten (10) teachers with the greatest seniority shall be considered eligible. Preliminary Notices of intent to retire hereunder shall not be binding upon those teachers who are determined to be ineligible for the benefits of this Article.
  - (e) The Committee may, in its sole and unreviewable discretion, agree or refuse to agree 1) to extend the benefits of this Article to any number of teachers greater than ten (10) in any fiscal year this benefit is applicable; or 2) to waive or extend the time limits for application hereunder. Final approval and acceptance of notices of retirement benefits shall be made by April 15, 1991.
  - (f) Each teacher electing irrevocably to retire early and who is eligible under the requirements of this Article shall receive a one-time grant of five thousand dollars (\$5,000.00). Depending upon the effective date of retirement of the particular teacher concerned, the cost of his/her replacement and, as a result, the remaining monies available to the Committee, payment of said one-time grant to the teacher retiring early will be made within ninety (90) days of the effective date of retirement or at a date no later than August 15 of the first fiscal year subsequent to that fiscal year in which the retirement becomes effective.
- 29.2 Teachers who elect to retire early under the provisions of this Article will be eligible to redeem unused accumulated sick leave under Article XV, paragraph 15.12 only if their retirement otherwise and independently qualifies them for such under the provisions of said paragraph 15.12.
- 29.3 Compliance with the eligibility requirements and deadlines for applications hereunder shall be strictly enforced.
- 29.4 Notwithstanding any provisions of this Agreement to the contrary, it is agreed that this program shall be effective, continue in force, and shall survive the expiration of this Agreement only with respect to obligations owing those teachers who timely apply for, are eligible for the benefits hereunder, and who irrevocably retire pursuant to the deadlines and provisions of this Article. In all other respects, this program will be in effect only for the life of this Agreement and shall expire on August 31, 1991.
- 29.5 The provisions of this Article shall also apply to nurses.

29.6 There will be a freeze on the foregoing Early Retirement Incentive Program with no cost to the School Committee for the 2012-2013, 2013-2014, and 2014-2015 school years. Said program may be reinstated only following the mutual written agreement of the parties.

**ARTICLE XXX  
DURATION**

This Agreement shall be effective as of September 1, 2015 and will continue and remain in full force and effect until August 31, 2018.

The parties agree that no later than October 1, 2017, they will enter into negotiations for a successor Agreement to become effective as of September 1, 2018. If negotiations for a successor Agreement are not completed by August 31, 2018, this Agreement shall remain in full force and effect until such time as negotiations are completed. Any agreements reached during the extended period shall be effective retroactive to September 1, 2018.

In the event the Association and the Committee fail to reach agreement by January 1, 2016, either party may petition the State Board of Conciliation and Arbitration in accordance with the provisions of Chapter 150E, Section 9.

Both parties agree to reopen negotiations at the request of either party to negotiate concerning the impact of non-monetary provisions of the Education Reform Act of 1993, and the federal Family and Medical Leave Act of 1993 and its regulations, upon this Agreement. Either party may, by mutual agreement upon thirty (30) days' written notice to the other, open for negotiation any other mutually agreed upon negotiable subject not covered by this Agreement.

**IN WITNESS WHEREOF**, the duly authorized Chairperson of the Committee and President of the Association have hereunto set their hands and seals this day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_.

**Marshfield School Committee**

**Marshfield Education Association**

By \_\_\_\_\_  
Nancy Currie, Chairperson  
Marshfield School Committee

By \_\_\_\_\_  
Sarah Marples, President  
Marshfield Education Association

Attached hereto and incorporated herein by reference are the Teacher Salary Schedules for the 2015-2016, 2016-2017, and 2017-2018 school years. Effective September 1, 2013, the CAGS column of the Teacher Salary Schedule(s) shall also apply to educators holding two (2) or more Masters Degrees

**Appendix A(i)**  
**Teacher's Salary Schedule**  
**2015 - 2016**

|     | <b>B</b> | <b>B+15</b> | <b>M</b>  | <b>M+15</b> | <b>M+30</b> | <b>MM/CAGS</b> | <b>DOC</b> |
|-----|----------|-------------|-----------|-------------|-------------|----------------|------------|
| 1   | \$ 43    | \$ 45,600   | \$ 48,200 | \$ 50,800   | \$ 53,400   | \$ 56,000      | \$ 58,600  |
| 2   | \$ 45    | \$ 47,900   | \$ 50,500 | \$ 53,100   | \$ 55,700   | \$ 58,300      | \$ 60,900  |
| 3   | \$ 47    | \$ 50,200   | \$ 52,800 | \$ 55,400   | \$ 58,000   | \$ 60,600      | \$ 63,200  |
| 4   | \$ 49    | \$ 52,500   | \$ 55,100 | \$ 57,700   | \$ 60,300   | \$ 62,900      | \$ 65,500  |
| 5   | \$ 52    | \$ 54,800   | \$ 57,400 | \$ 60,000   | \$ 62,600   | \$ 65,200      | \$ 67,800  |
| 6   | \$ 54    | \$ 57,100   | \$ 59,700 | \$ 62,300   | \$ 64,900   | \$ 67,500      | \$ 70,100  |
| 7   | \$ 56    | \$ 59,400   | \$ 62,000 | \$ 64,600   | \$ 67,200   | \$ 69,800      | \$ 72,400  |
| 8   | \$ 59    | \$ 61,700   | \$ 64,300 | \$ 66,900   | \$ 69,500   | \$ 72,100      | \$ 74,700  |
| 9   | \$ 61    | \$ 64,000   | \$ 66,600 | \$ 69,200   | \$ 71,800   | \$ 74,400      | \$ 77,000  |
| 10  | \$ 63    | \$ 66,300   | \$ 68,900 | \$ 71,500   | \$ 74,100   | \$ 76,700      | \$ 79,300  |
| 11  | \$ 66    | \$ 68,600   | \$ 71,200 | \$ 73,800   | \$ 76,400   | \$ 79,000      | \$ 81,600  |
| 12  | \$ 68    | \$ 70,900   | \$ 73,500 | \$ 76,100   | \$ 78,700   | \$ 81,300      | \$ 83,900  |
|     |          |             |           |             |             |                |            |
| 12+ | \$ 69    | \$ 71,750   | \$ 74,350 | \$ 76,950   | \$ 79,550   | \$ 82,150      | \$ 84,750  |
|     |          |             |           |             |             |                |            |
| S1  | \$ 70    | \$ 72,850   | \$ 75,450 | \$ 78,050   | \$ 80,650   | \$ 83,250      | \$ 85,850  |
| S2  | \$ 71    | \$ 73,850   | \$ 76,450 | \$ 79,050   | \$ 81,650   | \$ 84,250      | \$ 86,850  |
| S3  | \$ 72    | \$ 74,850   | \$ 77,450 | \$ 80,050   | \$ 82,650   | \$ 85,250      | \$ 87,850  |

**\*\*\*Those individual remaining at B+30 from FY12 through FY15 at Step 12, S1, S2 & S3 will be compensated at the following amounts for FY16 (Step 12+ - \$73,025, S1 - \$74,125, S2 - \$75,125, S3 - \$76,125)**

**Appendix A(i)**  
**Teacher's Salary Schedule**  
**2016 - 2017**

|     | <b>B</b>  | <b>B+15</b> | <b>M</b>  | <b>M+15</b> | <b>M+30</b> | <b>MM/CAGS</b> | <b>DOC</b> |
|-----|-----------|-------------|-----------|-------------|-------------|----------------|------------|
| 1   | \$ 43,000 | \$ 45,600   | \$ 48,200 | \$ 50,800   | \$ 53,400   | \$ 56,000      | \$ 58,600  |
| 2   | \$ 45,300 | \$ 47,900   | \$ 50,500 | \$ 53,100   | \$ 55,700   | \$ 58,300      | \$ 60,900  |
| 3   | \$ 47,600 | \$ 50,200   | \$ 52,800 | \$ 55,400   | \$ 58,000   | \$ 60,600      | \$ 63,200  |
| 4   | \$ 49,900 | \$ 52,500   | \$ 55,100 | \$ 57,700   | \$ 60,300   | \$ 62,900      | \$ 65,500  |
| 5   | \$ 52,200 | \$ 54,800   | \$ 57,400 | \$ 60,000   | \$ 62,600   | \$ 65,200      | \$ 67,800  |
| 6   | \$ 54,500 | \$ 57,100   | \$ 59,700 | \$ 62,300   | \$ 64,900   | \$ 67,500      | \$ 70,100  |
| 7   | \$ 56,800 | \$ 59,400   | \$ 62,000 | \$ 64,600   | \$ 67,200   | \$ 69,800      | \$ 72,400  |
| 8   | \$ 59,100 | \$ 61,700   | \$ 64,300 | \$ 66,900   | \$ 69,500   | \$ 72,100      | \$ 74,700  |
| 9   | \$ 61,400 | \$ 64,000   | \$ 66,600 | \$ 69,200   | \$ 71,800   | \$ 74,400      | \$ 77,000  |
| 10  | \$ 63,700 | \$ 66,300   | \$ 68,900 | \$ 71,500   | \$ 74,100   | \$ 76,700      | \$ 79,300  |
| 11  | \$ 66,000 | \$ 68,600   | \$ 71,200 | \$ 73,800   | \$ 76,400   | \$ 79,000      | \$ 81,600  |
| 12  | \$ 68,300 | \$ 70,900   | \$ 73,500 | \$ 76,100   | \$ 78,700   | \$ 81,300      | \$ 83,900  |
|     |           |             |           |             |             |                |            |
| 12+ | \$ 70,900 | \$ 73,500   | \$ 76,100 | \$ 78,700   | \$ 81,300   | \$ 83,900      | \$ 86,500  |
|     |           |             |           |             |             |                |            |
| S1  | \$ 72,100 | \$ 74,700   | \$ 77,300 | \$ 79,900   | \$ 82,500   | \$ 85,100      | \$ 87,700  |
| S2  | \$ 73,100 | \$ 75,700   | \$ 78,300 | \$ 80,900   | \$ 83,500   | \$ 86,100      | \$ 88,700  |
| S3  | \$ 74,100 | \$ 76,700   | \$ 79,300 | \$ 81,900   | \$ 84,500   | \$ 87,100      | \$ 89,700  |

**Appendix A(i)**  
**Teacher's Salary Schedule**  
**2017 - 2018**

|     | <b>B</b>  | <b>B+15</b> | <b>M</b>  | <b>M+15</b> | <b>M+30</b> | <b>MM/CAGS</b> | <b>DOC</b> |
|-----|-----------|-------------|-----------|-------------|-------------|----------------|------------|
| 1   | \$ 43,500 | \$ 46,100   | \$ 48,700 | \$ 51,300   | \$ 53,900   | \$ 56,500      | \$ 59,100  |
| 2   | \$ 45,800 | \$ 48,400   | \$ 51,000 | \$ 53,600   | \$ 56,200   | \$ 58,800      | \$ 61,400  |
| 3   | \$ 48,100 | \$ 50,700   | \$ 53,300 | \$ 55,900   | \$ 58,500   | \$ 61,100      | \$ 63,700  |
| 4   | \$ 50,400 | \$ 53,000   | \$ 55,600 | \$ 58,200   | \$ 60,800   | \$ 63,400      | \$ 66,000  |
| 5   | \$ 52,700 | \$ 55,300   | \$ 57,900 | \$ 60,500   | \$ 63,100   | \$ 65,700      | \$ 68,300  |
| 6   | \$ 55,000 | \$ 57,600   | \$ 60,200 | \$ 62,800   | \$ 65,400   | \$ 68,000      | \$ 70,600  |
| 7   | \$ 57,300 | \$ 59,900   | \$ 62,500 | \$ 65,100   | \$ 67,700   | \$ 70,300      | \$ 72,900  |
| 8   | \$ 59,600 | \$ 62,200   | \$ 64,800 | \$ 67,400   | \$ 70,000   | \$ 72,600      | \$ 75,200  |
| 9   | \$ 61,900 | \$ 64,500   | \$ 67,100 | \$ 69,700   | \$ 72,300   | \$ 74,900      | \$ 77,500  |
| 10  | \$ 64,200 | \$ 66,800   | \$ 69,400 | \$ 72,000   | \$ 74,600   | \$ 77,200      | \$ 79,800  |
| 11  | \$ 66,500 | \$ 69,100   | \$ 71,700 | \$ 74,300   | \$ 76,900   | \$ 79,500      | \$ 82,100  |
| 12  | \$ 68,800 | \$ 71,400   | \$ 74,000 | \$ 76,600   | \$ 79,200   | \$ 81,800      | \$ 84,400  |
|     |           |             |           |             |             |                |            |
| 12+ | \$ 72,650 | \$ 75,250   | \$ 77,850 | \$ 80,450   | \$ 83,050   | \$ 85,650      | \$ 88,250  |
|     |           |             |           |             |             |                |            |
| Si  | \$ 73,950 | \$ 76,550   | \$ 79,150 | \$ 81,750   | \$ 84,350   | \$ 86,950      | \$ 89,550  |
| S2  | \$ 74,950 | \$ 77,550   | \$ 80,150 | \$ 82,750   | \$ 85,350   | \$ 87,950      | \$ 90,550  |
| S3  | \$ 75,950 | \$ 78,550   | \$ 81,150 | \$ 83,750   | \$ 86,350   | \$ 88,950      | \$ 91,550  |

1. Annual increments shall be granted to said teacher if personal standards of performance in a prior year have been satisfactory, and in his/her professional assignment she/he has shown progression.
2. In order to eligible for annual increment a teacher must have taught at least eighteen (18) weeks of the school year.
3. Courses to advance horizontally on the salary schedule shall be taken under the auspices of a college or university. Certain exceptions to this policy may be granted upon satisfactory written documentation and advance approval of the Superintendent. Included in the exceptions shall be courses pursued by teachers of Technology Education teachers and Computer courses provided teachers taking these courses secure satisfactory written documentation and advance approval of the Superintendent.
4. To advance specifically to the B + 30 Column, at least two-thirds (2/3) of the thirty (30) semester hours must be directly related to the teaching assignment and taken at the graduate level. Exceptions to the foregoing may be made at the discretion of the Superintendent.
5. In computing credits for advancement horizontally beyond the Masters' Degree, graduate credits earned concurrently with a Masters' Degree but not utilized in receipt of the Masters' Degree shall be recognized for advancement beyond the Masters' Degree. The college must indicate those courses which were not utilized for receipt of the Masters' Degree.
6. Horizontal adjustment to a teacher's contract will be made on September 1 and February 1 of the contract year whenever approved credit accumulation entitles the teacher to move to the next higher category. Financial adjustment will be accomplished by issuing a new adjusted contract with the complete prorated payment for the new category.
7. A three (3) tier longevity benefit shall be created and eligible professional staff shall have the longevity monies set forth below added to their annual salaries, following the application of any applicable percentage increases, and after having attained the length of continuous service applicable to each tier, on a noncumulative basis, as follows:
- 8.

|  | <u>Longevity Tier</u> | <u>Longevity Payment</u> |         |         |
|--|-----------------------|--------------------------|---------|---------|
|  |                       | 15-16                    | 16-17   | 17-18   |
|  | S1                    | \$1,100                  | \$1,200 | \$1,300 |
|  | S2                    | \$2,100                  | \$2,200 | \$2,300 |
|  | S3                    | \$3,100                  | \$3,200 | \$3,300 |

Longevity payment of the monies set forth in Tier S1, S2 or S3 shall, in all cases, be based upon total years of continuous service in the Marshfield Public Schools. A teacher shall be eligible to receive the longevity benefit of Tier S1, S2 or S3 after having completed fifteen (15), twenty (20) or twenty-five (25) years of continuous service in the Marshfield Public Schools, respectively.

Years of continuous service in the Marshfield Public Schools shall be computed from the teacher's initial date of employment (not hiring), and advancement to

the next longevity tier shall occur on the fifteenth, twentieth, and twenty-fifth anniversaries of the teacher's initial date of employment (not hiring). Years of continuous service in one salary schedule column shall continue to be fully credited toward eligibility for advancement to a higher longevity tier in another salary schedule column in the event of horizontal advancement following appropriate course or degree completion. Members on active duty as of August 31, 1975 shall be credited for all previous service in Marshfield and the word "continuous" shall apply only to service credited after August 31, 1975.

8. CRITERIA FOR ADVANCEMENT TO CAGS COLUMN

CAGS (Certificate of Advanced Graduate Study) is an organized in-depth study beyond the Masters' Degree level. Few local colleges and universities offer such a program.

Members of the professional staff who have taken extensive, in-depth course work in a unified program beyond the Masters' Degree level may be qualified for advancement to the CAGS column based on "equivalency" to a formal CAGS program.

Any member who feels she/he has the possibility of qualifying for advancement to the CAGS column shall request a meeting with the Superintendent for an official determination of his/her eligibility for such advancement.

A written request for such meeting shall be made, with a request for review of the individual professional record and supported with any available documentation pertaining to the unique details of individual situations.

Final determination of eligibility will not be subject to the grievance and arbitration provisions herein except on the basis of an alleged arbitrary or capricious action.

9. CREDIT FOR TRAVEL EXPERIENCE

Credit for vertical and horizontal advancement on the Salary Schedule, based on foreign and domestic travel experience may be possible, provided, such experience is demonstrably related to improving teaching competence.

Any member who feels she/he has travel experience which might qualify them for advancement are advised to request a meeting with the Superintendent for presentation of essential facts and related information, and their relation to individual teaching responsibilities.

Final determination of eligibility will not be subject to the grievance and arbitration provisions herein except on the basis of an alleged arbitrary or capricious action.

**Appendix A (ii)**  
**RATIO SALARY SCHEDULE**

All ratios are to be applied to an individual's salary as reflected by his/her placement on the Teacher's Salary Schedule in effect at the time (including any applicable longevity benefit).

**DEPARTMENT HEADS AT MARSHFIELD HIGH SCHOOL**

- A. The work year for a department head shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of thirteen (13) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the principal.
- B. The ratio in any department of less than ten (10) teachers shall be 1.13. The ratio in any department of ten (10) or more teachers shall be 1.15.
- C. Department Heads will teach two (2) less blocks per two (2) days than teachers in their respective departments.
- D. Department Chairpersons (Science, Mathematics, Foreign Language, Social Studies, English Language Arts) grades 9-12 shall be responsible to convene and chair monthly curriculum articulation meetings with school staff and/or Middle School Coordinators and to follow through on all curriculum recommendations approved by the Superintendent or his/her designee. All such articulation meetings shall occur during early release time.

**MIDDLE SCHOOL COORDINATORS (7 - 8)**

- A. The work year for the Middle School Coordinator shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of three (3) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the principal. Middle School Coordinators shall be relieved of all non-academic duties in order that they may be able to devote more time to their responsibilities as coordinators.
- B. Ratio 1.07.
- C. The Middle School Coordinators in English, Science, Foreign Language, Mathematics, and Social Studies shall teach up to a maximum of five (5) classes per day and may be assigned up to three (3) study halls in a six (6) day cycle.
- D. Middle School Coordinators shall be responsible to attend monthly articulation meetings chaired by Department Heads and to follow through on all curriculum recommendations approved by the Superintendent or his/her designee. All such articulation meetings shall occur during early release time.

**COORDINATOR OF ART (PK - 12)**

- A. The work year for the Coordinator of Art shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of thirteen (13) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the principal.



- B. Ratio 1.14.
- C. The Coordinator of Art shall be assigned up to a maximum of four (4) blocks per two (2) days.

**COORDINATOR OF COMPREHENSIVE HEALTH (PK-12)**

- A. The work year for the Coordinator of Comprehensive Health will be 201 days. The Coordinator of Comprehensive Health will direct and supervise all district-wide comprehensive health education (health, physical education, and family consumer science) curricular programs, staff, and activities
- B. Ratio 1.21.

**EARLY CHILDHOOD COORDINATOR**

- A. The work year for the Early Childhood Coordinator shall include work beyond the teacher work year sufficient to complete the responsibilities of the position of thirteen (13) days immediately prior to, during, and/or following the teacher work year, as determined by the Early childhood Coordinator's immediate supervisor.
- B. Ratio 1.14.

**COORDINATOR OF GUIDANCE (9-12)**

- A. The work year of the Coordinator of Guidance shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of thirty-eight (38) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the principal.
- B. Ratio 1.28.
- C. The Coordinator of Guidance shall be responsible to conduct monthly curriculum articulation meetings with other guidance staff and to follow through on all curriculum recommendations, approved by the Superintendent or his/her designee. All such articulation meetings shall be during early release time.
- D. With the agreement of both parties, the work schedule of the Coordinator of Guidance may be changed to provide after-school guidance support for students by establishing a flexible work schedule for the Coordinator of Guidance. It is the parties' intention that flexible working hours for this position will be established no later than August 1, 2012.

**GUIDANCE COUNSELORS**

- A. High School ratio scale: 1.20
- B. Middle School ratio scale: 1.05
- C. The work year of the High School Guidance Counselors shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of twenty-eight (28) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the principal.

- D. The work year of the Middle School Guidance Counselors shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of seven (7) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the principal.
- E. With the agreement of both parties, the work schedules of Guidance Counselors may be changed to provide after-school guidance support for students by establishing a flexible work schedule for the Guidance Counselors. It is the parties' intention that flexible working hours for these positions will be established no later than August 1, 2012.

**COORDINATOR OF TECHNOLOGY EDUCATION (6-12)**

- A. The work year of the Coordinator of Technology Education shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of thirteen (13) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the Superintendent.
- B. Ratio: 1.16
- C. The Coordinator of Technology Education may be assigned up to a maximum of four (4) blocks per two (2) days, or the equivalent, and shall be responsible for the supervision of technology education for grades 6-12.

**COORDINATOR OF INSTRUCTIONAL TECHNOLOGY (PK-12)**

- A. The work year for the Director of Instructional Technology shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of thirteen (13) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the Superintendent.
- B. Ratio: 1.11
- C. The Coordinator of Instructional Technology may be assigned up to a maximum of three (3) blocks per two (2) days, or the equivalent, and shall be responsible for the supervision of instructional technology for grades 6-12.

**COORDINATOR OF DATA PROCESSING (PK-12)**

- A. The work year for the Coordinator of Data Processing shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of twenty-eight (28) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the Superintendent.
- B. Ratio: 1.21
- C. The Coordinator of Data Processing shall have no teaching duties.

**COORDINATOR OF MUSIC (PK-12)**

- A. The work year for the Coordinator of Music shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of twenty-eight (28) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the Superintendent.
- B. Ratio: 1.20

- C. The Music Coordinator may be assigned up to three (3) blocks of instruction per two (2) days, or the equivalent.

**ELEMENTARY TEACHING ASSISTANT PRINCIPALS**

- A. The work year of the elementary teaching assistant principals shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of fifteen (15) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the principal.

**SPECIAL EDUCATION DEPARTMENT HEADS—FURNACE BROOK MIDDLE SCHOOL AND MARSHFIELD HIGH SCHOOL**

- A. The work year for the Special Education Department Heads at the Furnace Brook Middle School and Marshfield High School shall include time beyond the teacher work year sufficient to complete the responsibilities of the position of fifteen (15) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the building principal.
- B. The ratio of a Special Education Department head supervising less than ten (10) teachers shall be 1.13; the ratio of such a Department Head supervising ten (10) or more teachers shall be 1.15.
- C. Each Department Head of Special Education shall supervise and evaluate teachers in their building and under their supervision.
- D. Department Heads of Special Education shall serve as the Chairpersons of all Special Education Team Meetings held pertaining to students within their respective buildings; as a result of assuming such responsibilities, each such Department Head shall have no assigned teaching duties.
- E. Department Heads of Special Education shall be responsible to convene and chair monthly special education articulation meetings with school staff and to follow through on all curriculum recommendations approved by the Superintendent or his/her designee. All such articulation meetings shall occur during early release time.”
- F. Ratio 1.06

**SPECIAL EDUCATION TEAM CHAIRPERSON – ELEMENTARY**

The work year for the Elementary Special Education Team Chairperson may include time beyond the teacher work year sufficient to complete the responsibilities of the position up to a maximum of three (3) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the Superintendent or his/her designee. Any such additional days worked shall be compensated on a per diem basis.

**HIGH SCHOOL LIBRARY MEDIA SPECIALIST**

The work year for the High School Library Media Specialist may include time beyond the teacher work year sufficient to complete the responsibilities of the position up to a maximum of five (5) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the Principal. Any such additional days worked shall be compensated on a per diem basis.

**FURNACE BROOK MIDDLE SCHOOL LIBRARIAN**

The work year for the Furnace Brook Middle School Librarian shall be increased by three (3) paid days beyond the teacher work year in order to complete the responsibilities of the position.

## **READING TEACHERS**

Length of Work Year - The work year for Reading Teachers may include time beyond the teacher work year sufficient to complete the responsibilities of the position up to a maximum of five (5) days immediately prior to, during, and/or immediately following the teacher work year, as determined by the principal. Reading Teachers asked to work beyond the normal work year shall be compensated on a per diem basis.

## **DATA SYSTEM SPECIALIST**

Length of Work Year and Work Day – The work year shall consist of two hundred twenty-five (225) days scheduled as mutually convenient to the employer and employee upon approval of the Director of Technology. The regular work day will consist of eight (8) hours with a half hour paid lunch.

Evaluation shall be conducted by the Director of Technology per an evaluation instrument mutually agreed upon with the Association.

All monitoring or observation of the work performance of an employee will be conducted openly. Within a reasonable length of time, employees will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors. Employees will have the right, upon written request, to review and respond to the contents of their personnel files.

The Employer reserves the right to evaluate the job performance of employees at reasonable times. A copy of any evaluation report will be forwarded to the office of the Superintendent of Schools and placed in the employee's personnel file. Any evaluation report of an employee shall be signed by the employee, not to indicate that he/she necessarily agrees with the evaluation, but as an indication that he/she has seen it. If an employee disagrees with an evaluation, he/she may respond, in writing, within ten (10) school days. The evaluator will receive a copy of said response, and the response will then be attached to the evaluation in the personnel file of the employee.

No material derogatory to an employee's conduct, service, character, or personality will be placed in the employee's personnel file unless a copy of the material has been provided to the employee.

An employee shall have the right to answer in writing any complaints filed in his/her personnel file, and said answer shall be attached to the complaint and reviewed by the Superintendent of Schools. The failure of the Administration to respond to the aforesaid employee's answer shall not indicate agreement with the employee's answer.

Termination - Upon completion of three (3) consecutive full years of employment, employees may be terminated only for just cause. After ninety (90) days of employment,

the employee may be terminated only after receiving written notice of anticipated termination, which shall contain an explanation of the grounds for the anticipated dismissal in sufficient detail to permit the employee to respond and include documents relating to the grounds for dismissal and, if the employee so requests, has been given a reasonable opportunity to meet with the Director of Technology, at which time the Director may present any pertinent information and the employee may present any pertinent information. The employee may be accompanied by a union representative and both parties may be represented by counsel.

Applicable Provisions - The provisions of the CBA shall be applicable to Unit C except the following:

Articles V, V-A, VI, VII, VIII, IX, X, XI, XII, XIII, XVIII, XX, XXI, XXV and XXIX

#### Compensation

|        | July 1, 2016 | July 1, 2017 |
|--------|--------------|--------------|
| Step 1 | \$62,000     | \$63,178     |
| Step 2 | \$66,000     | \$67,254     |
| Step 3 | \$68,000     | \$69,292     |
| Step 4 | \$72,000     | \$73,368     |

#### **REGULATIONS**

New personnel hired in the above categories will be hired at a salary schedule no higher than the above ratio nor higher than personnel now employed in a comparable category.

**Appendix A (iii)**  
**ATHLETIC SALARY SCHEDULE**

For the duration of this 2015-2018 Agreement, it is agreed that the salaries in Appendix A (iii) (Athletic Salary Schedule) shall be computed by applying the appropriate percentage to a minimum salary of \$35,709.

Advancement to the next step shall be determined by the Superintendent based on recommendations of the Athletic Director and the Principal of the school involved.

| <b>CLASSIFICATION</b> | <b>SCHEDULE</b> |     |     |      |     |
|-----------------------|-----------------|-----|-----|------|-----|
| A                     | 4%              | 5%  | 6%  | 7%   | 8%  |
| B                     | 5%              | 6%  | 7%  | 8%   | 9%  |
| C                     | 7%              | 8%  | 9%  | 10%  | 11% |
| D                     | 8%              | 9½% | 11% | 12½% | 14% |
| E                     | 9%              | 11% | 13% | 15%  | 17% |
| F                     | 13%             | 15% | 17% | 19%  | 21% |
| G                     | 17%             | 19% | 21% | 23%  | 25% |

**REGULATIONS**

Prior coaching experience will be considered for purposes of placement on the proper step on the above schedule by the Superintendent as determined by the recommendations of the Athletic Director and the Principal of the school involved. Individuals holding more than one (1) coaching position shall be paid for each such position held.

**CLASSIFICATIONS - HIGH SCHOOL**

- |  |   |
|--|---|
| <p>B. Head Coach, Golf<br/>Ass't Coach Cheerleading<br/>Ass't Coach Cross Country (Boys)<br/>Ass't Coach Cross Country (Girls)<br/>Ass't Coach Winter Track (Boys)<br/>Ass't Coach Track &amp; Field (Girls)<br/>Ass't Coach Tennis (Boys)<br/>Ass't Coach Tennis (Girls)</p>  | <p>E. Head Coach, Baseball<br/>Head Coach, Softball (Girls)<br/>Head Coach, Girls' Track<br/>Head Coach, Boys' Track<br/>Head Coach, Winter Track (Boys)<br/>Head Coach, Winter Track (Girls)<br/>Head Coach, Gymnastics<br/>Head Coach, Wrestling<br/>Head Coach, Soccer<br/>Head Coach, Field Hockey<br/>Head Coach, Lacrosse<br/>Head Coach, Volleyball<br/>Head Coach, Swimming<br/>Ass't Coach, (Football)</p> |
| <p>C. Head Coach, Cross Country (Boys)<br/>Head Coach, Cross Country (Girls)<br/>Head Coach, Boys' Tennis<br/>Head Coach, Girls' Tennis<br/>Ass't Coach, Baseball<br/>Ass't Coach, Softball (Girls)<br/>Ass't Coach, Wrestling<br/>Ass't Coach, Soccer<br/>Ass't Coach Swimming<br/>Ass't Coach, Track<br/>Ass't Coach, Lacrosse</p> | <p>F. Head Coach, Basketball (Boys)<br/>Head Coach, Basketball (Girls)<br/>Head Coach, Ice Hockey</p>   |

- D. Ass't Coach, Basketball (Boys)  
Ass't Coach, Basketball (Girls)  
Ass't Coach, Ice Hockey  
School Cheerleading Advisor  
(½ payable for Fall Season; ½ for Winter Season)
- G. Head Coach, Football

**CLASSIFICATIONS - MIDDLE SCHOOLS**

- A. Head Coach, Basketball (Girls) Head Coach, Softball  
(Girls) Head Coach, Gymnastics (Girls) Head Coach,  
Track & Field (Girls)
- B. Head Coach, Cross Country Head Coach, Soccer  
Head Coach, Field Hockey Head Coach, Wrestling  
(Boys) Ass't Coach, Track  
Ass't Coach, Basketball (Boys)
- C. Head Coach, Basketball (Boys) Head Coach, Track
- D. Head Coach, Football

**APPENDIX A(iv)  
EXTRA SERVICES SALARY SCHEDULE**

**GROUP A                    \$2,346**

FBMS Student Council Advisor  
 HS Student Council Advisor  
 HS Musical Production Director  
 HS Stage Band Director  
 HS National Honor Society Advisor

**GROUP B                    \$1,676**

FBM AV Coordinator  
 HS AFS Advisor  
 HS AV Coordinator  
 HS Class Advisor Junior  
 HS Class Advisor Senior  
 HS Robotics  
 HS DECA Club

**GROUP C                    \$1,341**

FBM Drama Club  
 FBM Eighth Grade Advisor  
 FBM Yearbook Advisor  
 HS Class Advisor Freshmen  
 HS Class Advisor Sophomore  
 HS Chairperson School Fair

**GROUP D                    \$ 670**

HS Science/Ecology Club  
 HS Pep Rally/School Spirit  
 HS Green Team  
 HS Creative Writing Club  
 HS Peer Leader Advisor  
 HS Art Club Advisor  
 HS History Club Advisor

**GROUP Y                    \$4,693**

HS Key Club Advisor  
 HS Marching Band Director  
 HS Drama Director  
 HS Yearbook Advisor/Manager

**Effective 2016-2017**

|                              |          |          |
|------------------------------|----------|----------|
| *Driver Education Instructor | \$ 30.00 | \$ 33.00 |
| *Home Tutor                  | \$ 30.00 | \$ 33.00 |



**APPENDIX A(iv)  
EXTRA SERVICES SALARY SCHEDULE  
(cont'd)**

|                                   |          |          |
|-----------------------------------|----------|----------|
| *Elementary Band Instructor       | \$ 30.00 | \$ 33.00 |
| *Intramurals                      | \$ 30.00 | \$ 33.00 |
| *FBM Video Club Advisor (12/7/09) | \$ 30.00 | \$ 33.00 |
| *Saturday Morning Detention       | \$ 30.00 | \$ 33.00 |

*\*Exclude from MBO Process as outlined below*

**ADDITIONAL SALARIED POSITIONS**

**Effective 2016-2017**

|   |          |          |
|---|----------|----------|
| Elementary Technology Specialist        | \$ 2,687 | \$ 2,767 |
| HS Director Continuing Education/Summer | \$ 4,168 | \$ 4,293 |
| HS Director Continuing Education/Winter | \$ 4,315 | \$ 4,444 |
| HS Mock Trial Advisor                   | \$ 1,782 | \$ 1,835 |
| Attendance Officer                      | \$ 1,738 | \$ 1,790 |
| Driver Education Coordinator            | \$ 1,429 | \$ 1,472 |
| After School Enrichment Director        | \$ 925   | \$ 953   |

**EXISTING EXTRA SERVICES POSITIONS**

Those Extra Services positions that are receiving compensation above the amounts indicated on the schedule will revert to the correct step on the scale when the present advisor leaves that position.

**ADJUSTMENT OF GROUPING**

If there is a measurable change in the duties/responsibilities of an extra services position – either an increase or decrease – the compensation may be altered and the Extra Service Activity would slide up or down on the compensation scale.

An Extra Service position can be moved off the salary scale if it is clearly demonstrated that the activity has fallen below a minimum level of participation and events/actions.

Such adjustments shall be made based on a minimum of two (2) years' activity.

**CREATING NEW EXTRA SERVICES POSITIONS**

Students/Advisor would need to follow the process and procedures to form a club, as presently exists (present proposal to the appropriate Principal, define the purpose of the club, outline of activities, number of students, have an advisor).

The first year of the activity's existence there will be no compensation.

If the activity is successful and meets the minimum standards based on the rubric, the advisor may apply for the formal addition of the activity to the budget.

**APPENDIX A(iv)**  
**EXTRA SERVICES SALARY SCHEDULE**  
**(cont'd)**

At the end of the second year, if the activity continues to be viable, the activity will be compensated on the lowest group of the Compensation Scale.

The advisor may, after the third year, as with any activity, request reconsideration of the placement on the compensation scale.

This will be done in a collaborative manner between the Administration, the School Committee and the Association. Any changes in an activity's placement on the Compensation Scale will be memorialized in a letter of agreement and attached to the Master Agreement.

**PAYMENT**

Payment for extra services shall be made upon termination of said activities (normally the end of the school year).

**EVALUATION**

The entire area of extra services in the Marshfield Schools will be involved with performance evaluations. From this process should evolve an active and constructive program of clubs and activities. The Principals at each school will provide the advisors with the general criteria to be used in evaluating each activity.

**GENERAL CRITERIA**

1. Each activity area will be responsible for establishing performance objectives.
2. Each advisor, with those participating members, will review the criteria and set the objectives that will be used in evaluating results.
3. Each advisor, with those participating members, will identify specific goals designed to achieve the agreed-upon objects (Approx. October).
4. Evidence of progress and ultimate attainment of established goals will be mutually determined. The following are examples that could be used:
  - a. Objectives established by a certain date.
  - b. Means of obtaining objectives by \_\_\_\_\_.
  - c. Tangible evidence of achievement of specific objectives by \_\_\_\_\_.
  - d. Surveys of participants to indicate degree of success by \_\_\_\_\_.
  - e. Recommendations and plans for succeeding year.
5. Evaluation meetings will be conducted two (2) times a year – January and June – by advisors and appropriate administrators.
6. Any unresolved evaluation due to violation of the above procedures will be subject

**Appendix B (i)**  
**MARSHFIELD PUBLIC SCHOOLS**  
**MARSHFIELD, MASSACHUSETTS**

TEACHER'S INITIAL CONTRACT: Teachers without Professional Teacher Status

Name                      Address

The School Committee of the Town of Marshfield, Massachusetts, (hereinafter the "Committee"), hereby agrees to employ \_\_\_\_\_, (hereinafter referred to as "teacher"), under the direction of the Superintendent of Schools, as a teacher in the public schools of said Town, beginning \_\_\_\_\_, and ending \_\_\_\_\_ subject to the conditions stated below.

The Committee agrees to pay said teacher, and said teacher agrees to accept, for services during the above-stated period, an annual salary of \$ \_\_\_\_\_ in twenty-one (21) or twenty-six (26) periodic installments as maybe elected by the teacher and subject to deductions required by law or which the teacher may in writing authorize.

This contract shall be renewed annually by operation of law during the period of said teacher's first three (3) years of continuous employment unless the teacher has been notified in writing prior to June fifteenth in one school year that the contract will not be renewed for the following year. For each year for which this contract is renewed, the annual salary of the teacher shall be in accordance with the provisions of the prevailing Master Agreement between the Committee and the Marshfield Education Association. In the event of termination, all unpaid, earned salary will be paid in accordance with Committee policy.

This contract may be terminated by mutual consent at any time. The teacher may resign for good reason by submitting at least thirty (30) calendar days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or by action of the Superintendent/Principal, the teacher will accept employment with no other school committee in Massachusetts for the immediately following school year.

This contract is subject to the Statutes of the Commonwealth of Massachusetts, the Rules and Regulations of the School Committee, and the Master Agreement between the School Committee and the Marshfield Education Association.

BY:

|         |                           |
|---------|---------------------------|
| Teacher | Superintendent of Schools |
| Date    | Date                      |

This contract is in duplicate. One signed copy is to be returned to the Superintendent of Schools on or before \_\_\_\_\_. Otherwise, the contract is invalid.

**Appendix B (ii)**  
**MARSHFIELD PUBLIC SCHOOLS**  
**MARSHFIELD, MASSACHUSETTS**

**TEACHER'S LONG-TERM CONTRACT: Teachers with Professional Teacher Status**

Name Address

(Effective Beginning with and Subsequent to the Fourth Year of Continuous Employment) The School Committee of the Town of Marshfield, Massachusetts, (hereinafter the "Committee") hereby agrees to employ, (hereinafter the "teacher"), under the direction of the Superintendent of Schools, as a teacher in the public schools of said Town, beginning . Said teacher shall be paid an annual salary in accordance with the provisions of the prevailing Master Agreement between the Committee and the Marshfield Education Association and this contract shall continue in force from year to year, subject to the following:

- (a) Employment may be terminated by mutual consent at any time.
- (b) The teacher may resign for good reason by submitting at least thirty (30) calendar days' written notice at any time; except during the month of August, during which month, unless the contract has been terminated by mutual consent or by action of the Superintendent/Principal, the teacher will accept employment with no other school committee in Massachusetts for the immediately following school year.
- (c) The Superintendent/Principal may suspend said teacher or terminate this contract at any time for cause as provided in the General Laws of the Commonwealth of Massachusetts, particularly, Massachusetts General Law Chapter 71, Section 42 and/or 42D, as said laws may be amended from time to time.

This contract is subject to the Statutes of the Commonwealth of Massachusetts, the Rules and Regulations of the School Committee, and the Master Agreement between the School Committee and the Marshfield Teachers Association.

BY: \_\_\_\_\_

|               |                                 |
|---------------|---------------------------------|
| Teacher _____ | Superintendent of Schools _____ |
| Date _____    | Date _____                      |

This contract is in duplicate. One signed copy is to be returned to the Superintendent of Schools on or before . Otherwise, the contract is invalid.

**Appendix B (iii)**  
**MARSHFIELD PUBLIC SCHOOLS**  
**MARSHFIELD MASSACHUSETTS**  
**Administrator's Contract**  
Department Heads  
Guidance Counselors  
Directors

You have been elected in the public schools of Marshfield beginning, at an annual salary of \$ \_\_\_\_\_ and assigned to the \_\_\_\_\_, subject to acceptance of the following conditions, viz:

The school year shall not exceed \_\_\_\_\_ weeks of school between September 1 and August 31, \_\_\_\_\_, but vacations maybe arranged at the discretion of the Committee.

It is expected that the Administrator will not leave his/her position during the school year except for extraordinary circumstances. Notice of thirty (30) calendar days shall be given by either party in case the contract is to be terminated.

Payments on salary shall be made in accordance with the Master Agreement between the Marshfield School Committee and the Marshfield Education Association. Other payment arrangements may be made if mutually agreeable to both parties of the contract.

The regulations of the School Committee and the directions of the Superintendent concerning the proper administration of the schools, their organization and supervision, are accepted as a part of this agreement.

Massachusetts law regarding teacher certification must be fulfilled in order to make this contract valid.

By: \_\_\_\_\_

Superintendent/Principal

Date \_\_\_\_\_

**ACCEPTANCE**

To the Superintendent/Principal:

I accept the position to which I have been elected at a salary of \$ \_\_\_\_\_ per year beginning \_\_\_\_\_, and agree to conditions as stated in this contract.

Date \_\_\_\_\_

Signature \_\_\_\_\_

This contract is in duplicate. One signed copy is to be returned to the Superintendent on or before \_\_\_\_\_. Otherwise the contract is invalid.

**APPENDIX C(i)**  
**SCHOOL NURSE**

The provisions contained within this Agreement as they pertain to wages, hours, and other conditions of employment including the Reduction in Force provisions of Article XXI are applicable to the members of Unit B, when appropriate.

**A. Registered School Nurse**

The school nurse who holds a diploma from an accredited school of professional nursing and holds a current license to practice as a professional nurse in the State of Massachusetts; those who have had additional preparation in education, behavioral and social sciences, school health and public relations; those who have had preparation in public health nursing and/or school nursing which will enable them to function effectively in the school health program shall be placed on the Salary Schedule for School Nurses incorporated in Appendix C(ii). Upon initial employment, full credit up to a maximum of eight (8) years may be given Registered school nurses in accordance with their education, experience, and responsibility. Registered School Nurses shall be eligible for longevity payments (N1,N2 or N3) which shall be added to their applicable salaries after having completed fifteen (15), twenty (20) and twenty-five (25) years of continuous service in the Marshfield Public Schools, respectively, as set forth in Appendix C(ii)

**B. Degree School Nurse**

Effective September 1, 2001, all Degree School Nurses shall be appropriately placed on the Teachers Salary Schedule set forth in Appendix A(i).

The school nurse who holds a baccalaureate degree in nursing, school or public health services or in any similar field directly related to the nurse's professional responsibilities as a school nurse along with her R.N.; those who have the P.H.N. as a school or public health degree; those with teaching certification shall be placed on the Salary Schedule for nurses incorporated in Appendix C(ii) until September 1, 2001. Upon initial employment, full credit up to a maximum of eight (8) years may be given Degree school nurses in accordance with their education, experience, and responsibility. For purposes of placement, previous nursing in related fields such as public health nursing, pediatric nursing, orthopedic nursing will be considered as experience.

- C.** For the purposes of placement on the Nurses Salary Schedule(s), full credit shall be granted all nurses employed as of January 31, 1995, for all previous years of nursing service in the Marshfield Public Schools. Degree School Nurses shall advance to the appropriate longevity tier(S1, S2 or S3) in the same manner as teachers after having completed fifteen (15), twenty (20), or twenty-five (25) years of continuous service in the Marshfield Public Schools.

**D. SCHOOL NURSE LEADER**

The salary of the school nurse who carries out the nursing functions of the school health program and in addition carries the responsibilities of Supervisor (Head Nurse) shall be computed by using the ratio of 1.06 times the

appropriate salary on the applicable Nurses Salary Schedule (including any longevity benefit otherwise payable).

- E.** For the duration of this Agreement, the Committee agrees there shall be one (1) full-time school nurse for each of the Elementary, Middle School, and Senior High School buildings.
- F.** The Registered School Nurses Salary and Longevity Schedule(s) set forth in Appendix C(ii) are derived by computing eighty percent (80%) of each step of the Bachelor's Column of the Teachers Salary Schedule(s) and eighty percent (80%) of each of the longevity tiers (S1, S2 and S3) applicable to teachers.

The parties are agreed that pursuant to the provisions of newly revised paragraph F of Appendix C (i), the Registered School Nurses Salary and Longevity Schedule(s) shall be set forth in Appendix C (ii) attached hereto and incorporated herein by reference

- G.** The work year of the school nurse shall be one hundred eighty-two (182) days.

**APPENDIX C (ii)**  
**REGISTERED NURSES SALARY SCHEDULE\*\*\***

| Step | 2015-2016 | 2016-2017 | 2017-2018 |
|------|-----------|-----------|-----------|
| 1    | \$34,590  | \$34,590  | \$34,992  |
| 2    | \$36,440  | \$36,440  | \$36,842  |
| 3    | \$38,290  | \$38,290  | \$38,693  |
| 4    | \$40,141  | \$40,141  | \$40,543  |
| 5    | \$41,991  | \$41,991  | \$42,393  |
| 6    | \$43,841  | \$43,841  | \$44,243  |
| 7    | \$45,691  | \$45,691  | \$46,093  |
| 8    | \$47,541  | \$47,541  | \$47,943  |
| 9    | \$49,391  | \$49,391  | \$49,764  |
| 10   | \$51,242  | \$51,242  | \$51,644  |
| 11   | \$53,092  | \$53,092  | \$53,494  |
| 12   | \$54,942  | \$54,942  | \$55,344  |
| 13   | \$55,626  | \$57,033  | \$58,441  |

**Longevity Benefit:**

|    |         |  |
|----|---------|--|
| S1 | \$ 750  | After fifteen (15) years of continuous service     |
| S2 | \$1,500 | After twenty (20) years of continuous service      |
| S3 | \$2,250 | After twenty-five (25) years of continuous service |

\*\*\* Those individuals at Step 10, N1, N2 & N3 in FY12 that did not receive an annual step increase in FY12 will receive a stipend in FY14 in the amount of \$441



**Appendix C (iii)**

**MARSHFIELD PUBLIC SCHOOLS**

**MARSHFIELD, MASSACHUSETTS Nurse's Contract**

You have been elected school nurse in the public schools of \_\_\_\_\_ beginning, at an annual salary of \$ \_\_\_\_\_ subject to acceptance of the following conditions, viz:

The work year of Nurses shall coincide with that of teachers as set forth in Article V of the Master Agreement between the Marshfield School Committee and the Marshfield Education Association.

It is expected that an employee will not leave her position during the school year except for extraordinary circumstances. Notice of thirty days shall be given by either party in case the contract is to be terminated.

Payments on salary shall be made in twenty-one (21) or twenty-six (26) periodic installments as elected by the nurse. Other payment arrangements may be made if mutually agreeable to both parties of the contract.

It is mutually understood that during school hours employees are to devote themselves exclusively to school duties.

The regulations of the School Committee and the directions of the Superintendent concerning the proper administration of the school, their organization and supervision, as well as all proper requests of the Principal of the school, are accepted as part of this agreement.

By: \_\_\_\_\_

Superintendent/Principal

Date: \_\_\_\_\_

**ACCEPTANCE**

To the Superintendent/Principal:

I accept the position to which I have been elected at a salary of \$ \_\_\_ per year, beginning \_\_\_\_\_, and agree to conditions as stated in this contract.

Signature

Date: \_\_\_\_\_

This contract is in duplicate. One signed copy is to be returned to the Superintendent of Schools on or before \_\_\_\_\_. Otherwise the contract is invalid.

**Appendix D (i)**  
**LAYOFF NOTICE**

This is to advise you that due to economic and budgetary constraints, I intend to consider your dismissal on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ p.m. at my office in the Marshfield Administration Building, pursuant to the provisions of M.G.L. c.71, s.42 (copy enclosed). I anticipate that your dismissal, should it occur, shall be effective on \_\_\_\_\_, \_\_\_\_\_.

Enclosed with this letter is a form letter by which you may waive any statutory rights you may have under M.G.L. c.71, s.42 and 43a, and M.G.L. c.32 s.16, and upon my receipt of the signed form letter, you will be granted a leave of absence as a result of your layoff which will allow you to retain your status as a teacher with professional teacher status during the recall period and in the event you are returned to active service during that period. If you are not returned to active service by the end of said recall period, will be required by law to dismiss you at the end of that period. At the same time, the form letter will notify me of your desire to exercise your recall rights under the current Collective Bargaining Agreement between the Marshfield School Committee and the Marshfield Education Association and preserve your right to file a grievance if you believe there has not been compliance with any of the Marshfield School Committee's contractual obligations with respect to the layoff and recall provisions set forth in that Agreement.

If you do not return the enclosed letter within seven (7) days from your receipt of the same, I will assume you do not wish to be granted a leave of absence due to your layoff and will proceed to act on your dismissal pursuant to M.G.L. c.71, s.42 on the date and at the time set forth above.

If you have any questions concerning this letter or the contents thereof, please contact either the Superintendent's Office or a representative of the Marshfield Education Association.

Very truly yours,

Superintendent of Schools for the  
Marshfield School Committee

**Appendix D (ii)**  
**LEAVE OF ABSENCE REQUEST**

Superintendent of  
Schools Marshfield, MA  
02050

Dear Superintendent:

I have received your notice that you intend to act with respect to my dismissal for economic and budgetary reasons.

While I am fully aware of my statutory rights, I desire to exercise my recall rights under Article XXI, Paragraph 21.2 of the Collective Bargaining Agreement between the Marshfield School Committee and the Marshfield Education Association; and moreover, I wish to retain my status as a teacher with professional teacher status in the Marshfield School System during the recall period under said Agreement and in the event of my return to active service; therefore, I admit that due to economic and budgetary constraints there is good cause for my dismissal. I hereby waive any statutory rights I may have to challenge my dismissal, including all rights of appeal as provided in M.G.L. c.71, s.42 and s.43a, and M.G.L c.32 s.16, all in consideration of your agreement that because of such admissions and waivers you will not act on my dismissal pursuant to the provisions of M.G.L. c.71, s.42, but shall instead grant me a leave of absence without pay or increment as a result of layoff pursuant to the provisions of said Article XXI, the Reduction In Force procedure in said Collective Bargaining Agreement for the period set forth under Paragraph 21.2 (j) thereof.

I understand that effective \_\_\_\_\_, \_\_\_\_\_, I will, unless recalled and returned to active service, be on a leave of absence without pay or increment as a result of layoff pursuant to the Reduction In Force procedure in Article XXI of said Agreement. If I am returned to active service during the recall period, it is understood and agreed that any and all waivers and admissions which I have made in this letter shall not be applicable to any subsequent layoff(s) and/or dismissal(s). If I am not returned to active service during the recall period, I understand that you will dismiss me at the end of said period and that I have waived my rights to any statutory hearings or appeal with respect to that dismissal.

I expressly do not waive any right I may have to contest by grievance and arbitration whether the School Committee or any of its agents has observed its contractual obligations with respect to the layoff and recall provisions of the Reduction In Force procedure set forth in the Collective Bargaining Agreement in effect at the time of my layoff.

Signature \_\_\_\_\_

**Appendix D (iii)**  
**LETTER GRANTING LEAVE OF ABSENCE**

The Marshfield School Committee is in receipt of your letter requesting that you be granted a leave of absence without pay or increment as a result of your proposed layoff pursuant to the Reduction In Force procedure set forth in the Collective Bargaining Agreement between the Marshfield School Committee and the Marshfield Education Association effective September 1, \_\_\_\_\_ ("Agreement").

In view of your request to be considered for recall under Article XXI, paragraph 21.2 (j) of said Agreement, and because you admit that due to economic and budgetary constraints the School Committee has good cause for your dismissal, and in consideration of your having waived all statutory rights you may have to challenge your dismissal as set forth in M.G.L. c.71, s.42, s.43a, and M.G.L. c.32, s.16, including all rights of appeal; therefore, the School Committee expressly agrees that because of your admissions and waivers, and in order that you may retain your status as a teacher with professional teacher status in the Marshfield School System during such recall period and in the event of your return to active service, the Committee shall not vote on your dismissal pursuant to the provisions of M.G.L. c71, s.42, but rather has granted your request for a leave of absence without pay or increment as a result of layoff pursuant to the provisions of the Reduction In Force procedure in Article XXI of said Agreement for the period set forth under Paragraph 21.2 (j) thereof.

As a result of the School Committee's having granted your request, effective September 1, 19 , you will, unless recalled and returned to active service, be on a leave of absence without pay or increment as a result of layoff pursuant to the Reduction In Force procedure.

I further agree that if you are returned to active service during the recall period, any and all waivers and admissions to which you have agreed with respect to this layoff shall continue in full force and effect but shall not be applicable to any subsequent layoff(s) and/or dismissal(s). If you are not returned to active service during the recall period, I will dismiss you at the end of said period, and in accordance with your waivers and admissions, there will be no requirement of any formal statutory hearings and no appeal from said dismissal vote.

I hereby further agree that you expressly have not waived any right you may have to contest by grievance and arbitration whether the School Committee or any of its agents observed its contractual obligations with respect to the layoff and recall provisions of the Reduction in Force procedure set forth in the Collective Bargaining Agreement between the Marshfield School Committee and the Marshfield Education Association at the time of your layoff.

In the event you are not returned to active service in accordance with the recall provisions of the Reduction in Force procedure, then in such event I shall dismiss you effective \_\_\_\_\_ ,

Very truly yours,

Superintendent of Schools for the Marshfield  
School Committee

**APPENDIX E**

**MEMORANDUM OF AGREEMENT  
CONCERNING THE 2000  
INTEGRATED SUMMER SCHOOL / CPC GRANT PROGEAM**

This Agreement made this 6th day of June, 2000, by and between the Marshfield School Committee (hereinafter referred to as the "Committee") and the Marshfield Teachers Association (hereinafter referred to as the "Association"):

WHEREAS, the parties desire to memorialize their agreements concerning the 2000 Integrated Summer School Program and utilization of CPC Grant monies as more fully described below;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and stipulations herein expressed, and in consideration of the mutual benefits in he derived therefrom, the parties agree that the following compensation shall be paid to individuals holding the below-named positions and participating in the enrichment program scheduled during the Summer of 2000:

|   |                   |
|---|-------------------|
| A . <u>Teacher/Director:</u>                  | <u>\$3,100.00</u> |
| B . <u>Speech Therapist/Language Teacher:</u> | <u>\$2,640.00</u> |
| C . <u>Nurse:</u>                             | <u>\$2,640.00</u> |
| D . <u>Instructional Aide:</u>                | <u>\$1,451.00</u> |

It is further agreed that the foregoing agreements shall set no precedent with respect to the terms of any collective bargaining agreements between the parties. concerning any other positions in the bargaining units set forth therein; the Association and the Committee reserve all rights with respect to their interpretations of any such collective bargaining agreements.

IN WITNESS WHEREOF; the parties have caused this Memorandum of Agreement to be executed by their duly authorized representative(s) as of the date first above written.

By: Robert E. Courchesne, President  
Marshfield Teachers Association

By: Gregory Lassiter, Chairman  
Marshfield School Committee

## APPENDIX F

### MEMORANDUM OF AGREEMENT

This AGREEMENT made this 11th day of April, 2000, by and between the Marshfield Teachers Association (hereafter referred to as the "Association") and the Marshfield School Committee (hereinafter referred to as the "Committee")

WITNESSETH:

WHEREAS, the Parties desire to memorialize their agreement concerning matters more fully described below;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and stipulations herein expressed, and in consideration of the mutual benefits to be derived therefrom, the Parties agree as follows:

1. After School Enrichment Program/Director

It is agreed that the procedures for the establishment of after school enrichment programs shall be as attached hereto in Exhibit A. In addition, the job description for the After School Enrichment Program Director shall be as attached hereto as Exhibit B.

2. Interim Physical Education and Athletic Director

For the remainder of the 1999-2000 school year, it is agreed there shall be an Interim Physical Education and Athletic Director Position, paid at the ratio of 1.20 and which shall include work up to an additional eleven (11) days immediately during and/or immediately following the teacher work year. Said Position shall evaluate staff and have other responsibilities and duties as set forth in the job description attached hereto as Exhibit C.

3. Elementary School Technical Assistant

The Committee and the Association agree that in the event the Committee continues to fund Elementary School Technical Assistant positions for the 2000-2001 school year, there shall be five (5) such positions, one (1) Position at each elementary school. Each individual serving the entire school year in each such Position shall be paid a stipend of Two Thousand (\$2,000.00) dollars, unless otherwise agreed upon by the parties.

For the 1999-2000 school year, there were six (6) such positions, one (1) at each elementary school, except the South River School at which there were two (2) such positions. The parties agree that individuals holding such positions for the 1999-2000 school year shall be paid a stipend of Two Thousand (\$2,000.00) dollars each, with the exception of the two (2) staff members at the South River School who, at the request of the Association, shall be paid a stipend of One Thousand (\$ 1,000.00) dollars each.

Attached hereto as Exhibit D is a copy of the agreed upon job description for the position of Elementary School Technical Assistant.

4. Curriculum / Technology Integration Group

The parties are agreed that individual staff members who were trained in the process of curriculum and technology integration will, during the remainder of the 1999-2000 school year, instruct other staff members in workshops for which each such instructor will be paid the current hourly rate set forth in the parties Master Agreement. It is anticipated that each instructor will instruct and receive payment for approximately ten (10) hours.

5. High School Mathematics Positions

During the 1999-2000 school year, two (2) mathematics teachers at the Marshfield High School have each taught one(1) extra math class and thereby performed all of the duties normally associated with the teaching of a regularly scheduled math class. As a result, the parties agree that each such individual shall be paid at the rate of one-sixth (1/6) of their per diem base rate of pay retroactively to the beginning of their assumption, of such extra duties, but less any compensation which may already have been paid them therefor.

6. Healthy Choice Grant Positions

The parties are agreed that three (3) extra services grant positions shall be paid as follows for the 1999-2000 school year:

- a) Breakfast Club Advisor - shall be paid at the hourly rate of the Master Agreement for one (1) hour per week for fourteen (14) weeks, beginning March 7, 2000.
- b) Healthy Snack Advisor - shall be paid at the hourly rate of the Master Agreement for two (2) hours per week for fourteen (14) weeks, beginning March 7, 2000.
- c) After School Fitness Program Advisor - shall be paid at the hourly rate of the Master Agreement for four (4) hours per week, beginning February 4, 2000, for a maximum of seventy (70) hours.

7. The provisions of this Memorandum of Agreement shall be subject to the grievance and arbitration procedures of the parties Master Agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed by their duly authorized representative(s) as of the date first above written.

By: Robert E. Courchesne, President  
Marshfield Teachers Association

By: Greg Lassiter, Chairman  
Marshfield School Committee

## EXHIBIT A

### AFTER SCHOOL ENRICHMENT PROGRAM PROCEDURES

**1. Hiring a Director**

An After School Program Director vacancy form must be submitted by the Building Principal to the Central Office for approval. A vacancy notice will then be posted throughout the school system. The Building Principal will interview the candidates and make a final selection after the normal 15 days posting required by the Teachers' contract.

**2. Determining Staff Interest**

Prior to the beginning of the Program, an interest inventory shall be distributed to all professional and support staff members to determine building level interest in teaching the After School Enrichment Program. "Potential" instructors must complete an information form with all preliminary course information. The purpose of this form is to provide Program specifics necessary to develop course offerings.

**3. Determining Community Interest**

Once staff interest has been determined, another interest inventory may be sent to parents or guardians if the Program Director and Building Principal have decided that the course offerings should be broadened.

**4. Hiring the Instructors**

Once the Program Director and Building Principal have decided on the courses to be offered, they must send Instructor Vacancy Notification Forms to the Central Office for approval. Following a Town-wide fifteen (15) day posting, applications can be accepted and interviews held. Building staff will be given preference for positions for which they are qualified; however, it is recognized that the final decision with respect to hiring shall be that of the Building Principal.

**5. Finalizing the Course Offerings**

Once all instructors have been hired, course offerings can be finalized. The Director can then meet with the instructors to discuss supplies, location of classes within the building and other details.

**6. Notifying the School Community**

Approximately one month prior to the start of the Program, a letter will be sent home to parents and children describing the details of the Program. The letter shall include course offerings, length of the Program, tuition costs and important deadlines.

**7. Budgeting the Program**



With the assistance of the Central Office, the Director shall establish a revolving account for the After School Enrichment Program. A financial report must be sent to bookkeeping at the end of the Program.

**EXHIBIT B**

**MARSHFIELD PUBLIC SCHOOLS**  
**AFTER SCHOOL ENRICHMENT PROGRAM DIRECTOR**  
**JOB DESCRIPTION**

**SUMMARY:**

Responsible for operation of After School Enrichment Program at a specific elementary school.

**SPECIFIC DUTIES:**

Develops parent interest survey  
Determines courses to be offered based on survey and staff interest  
Assists Building Principal in hiring staff  
Collects, records and secures tuition payments  
Orders supplies, materials, and program equipment  
Attends meetings and parent programs  
Coordinates open house and registration  
Coordinates weekly payroll  
Evaluates program offerings  
Prepares a final financial report  
All other duties associated with directing After School Enrichment Program

**REPORTS TO:**

Building Principal

**QUALIFICATIONS:**

Bachelor's Degree in Elementary Education  
Good organizational and interpersonal  
skills

**COMPENSATION:**

Hourly rate of pay as specified in Marshfield Teachers' Association contract Maximum of four hours per week assuming a program that meets two (2) days per week; in addition, there shall be two (2) hours of paid set-up and take-down time allowed in the event of one (1) class per week and four (4) hours of such time in the event of two (2) classes per week.

## EXHIBIT C

### MARSHFIELD PUBLIC SCHOOLS INTERIM PHYSICAL EDUCATION AND ATHLETIC DIRECTOR

**Description:** Coordinates the K 12 physical education program and all interscholastic athletics.

**Reports to:** High School Principal/Superintendent of Schools

#### **Specific Duties:**

Works cooperatively with building principals and other administrators in accomplishing the following:

- Coordinates and supervises physical education programs and activities in grades K 12.
- Coordinates and is responsible for the supervision of all interscholastic athletics.
- Develops the initial budget for the physical education program K 12 and the interscholastic athletic program at Marshfield High School
- Teaches no more than two (2) classes of physical education per day at Marshfield High School
- Participates in die evaluation of physical education personnel K12.
- Responsible for other duties as related to die position or directed by die High Sciiool Principal or Superintendent.

#### **Qualifications:**

- Certification in physical education preferred.
- Certification or certifiability as a supervisor/director preferred.
- Experience in teaching and coaching staff relevant to this assignment.
- Demonstrates administrative ability or potential for leadership of a department of highly qualified Leaders.
- Knowledge of physical education programs, coaching procedures, intramural programs, and good health practices in grades K 12.
- Knowledge of current trends in the field of physical education.

## **EXHIBIT D**

### **MARSHFIELD PUBLIC SCHOOLS ELEMENTARY SCHOOL TECHNICAL ASSISTANT' JOB DESCRIPTION**

#### **SUMMARY:**

Provides technology support for staff at the building level, maintains computer hardware and software, inventory, and works with Technology Support Specialist.

#### **SPECIFIC DUTIES:**

Maintains hardware and software inventory

Registers all building software.

Inventories all hardware/software at end of school year

Provides summer repair list for Technology Support Specialist

Provides list of hardware on loan to staff where desired

Secures all hardware/software for summer vacation.

Provides first line support for:

Basic communication software (e.g. MS Office)

Curriculum related software (e.g. Hyperstudio, timeliner, etc.)

Hardware problems at building level

Communicates with Technology Support Specialist

Serves as member of District Technology Team.

#### **QUALIFICATIONS:**

Able to work cooperatively with all teaching staff at building level

Knowledgeable about computer hardware and software

Possess teaching certificate

Be a member of school faculty

#### **REPORTS TO:**

Building Principal

**APPENDIX G**

**MARSHFIELD SCHOOL COMMITTEE**

**and**

**MARSHFIELD TEACHERS Association**

**SIDE LETTER OF AGREEMENT**

**October, 2000**

This letter agreement will confirm the understanding and agreement between the Marshfield School Committee (hereinafter the "Committee") and the Marshfield Teachers Association (hereinafter the "Association") regarding the Marshfield Public Schools' supervisory personnel and/or their designees who shall be responsible for approving Professional Development Plans of professional staff members required to be approved as part of the recertification requirements of the Massachusetts Department of Education, as set forth in the Department's Recertification Regulations, 603 CMR 44.0 *et seq.*, and particularly as required by 603 CMR 44.04.

In accordance with said 603 CMR 44.04, it is hereby agreed that the following personnel shall be responsible for approval of Professional Development Plans ("Plans"):

**1. Marshfield High School**

The principal of the High School shall ultimately approve all Plans; however, where Department Heads and the Art Co-ordinator have, in the past, participated in the evaluation of staff, the Department Heads and Art Co-ordinator shall initially approve Plans of individuals they normally evaluate, subject to the approval of the Principal. Plans of all other staff members shall be approved by the Principal with the sole exception of Special Needs teachers as set forth below.

**2. Fumace Brook School**

The Principal shall approve all Plans of staff employed therein except those of Special Needs teachers (see below).

**3. Elementary Schools**

The Principals of each elementary school shall approve the Plans of each staff member except those of Special Needs teachers (see below).

**4. Director of Special Education**

Each Special Needs teacher, regardless of where he or she is employed in the Marshfield Public Schools, shall have his/her Plan approved by the Director of Special Education.

In the event there may be particular positions where it is unclear who shall approve the particular Professional Development Plan concerned, it is the parties intention that the Principal of the school concerned shall so approve the Plan. In the event staff members are shared between particular schools, and there is a question concerning which Principal shall approve the Plan concerned, the Superintendent shall designate the Principal who shall ultimately have the authority to approve said Plan.

All other unresolved questions concerning the approval of particular Plans shall be resolved by the parties in as informal and expeditious manner as possible.

In recognition of the foregoing understandings, each party has hereunto caused this Side Letter of Agreement to be executed by their duly authorized representatives this 10th day of October, 2000.

Marshfield School Committee  
By: Daniel F. Pleines, Chairman

Marshfield Teachers Association  
By: Robert E. Courchesne, President