

MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Marshfield School Committee (hereinafter “the Committee”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”) by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of Marshfield Education Association (hereinafter “the Association”), acting subject to the ratification of this Agreement by the membership of the Association to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect for the three-year period from September 1, 2018 through August 31, 2021.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from September 1, 2015 to August 31, 2018 shall, except as modified by the terms of this Memorandum, be extended for a three-year period from September 1, 2018 through August 31, 2021.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.
3. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require the modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.
4. Article IV, Section 4.3. Amend the first sentence to read as follows: “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.” Amend the third sentence to read as follows: “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.” Amend the final sentence in this section to read as follows: “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 twenty-first (21st) pay installment.”

5. Article V, Section 5.4. Delete the existing first sentence and replace with the following language: “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 begin based on where Labor Day falls in a particular year. If Labor Day falls on September 3rd or earlier, teachers’ work year will start on the Tuesday after Labor Day. If Labor Day falls on September 4th or later, teachers’ work year will start the Monday before Labor Day with the Friday before Labor Day a no school day. Teachers’ work year will 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.”
6. Article XV, Section 15.10. Effective September 1, 2018, change the number of sick days that be used for family illnesses on an annual basis from seven (7) to ten (10).
7. Article XVI, Section 16.2. Move sub-section (b) to Professional Responsibilities. Eliminate sub-sections (c) and (d).
8. Article XVII, Section 17.10. Eliminate the words “up to (2) two years” and replace with the words “up to (1) one year”.

9. Relabel Article XVII as Personal Leave. The article shall read as follows:

“17.1 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.

- a) Each professional staff member shall be entitled to two (2) personal days without reason each school year with pay. Personal days shall not be allowed the first two (2) days of the school year, except as allowed under Article XVI, 16.2I(i)(1). Unused personal days shall not be allowed to be rolled over from one year to the next.
- b) Notification of, or requests for, personal leave should normally be made at least five (5) days in advance, unless in the case of 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, or as set forth in Section XVII(1)(c) below.
- c) For each contract year of the period from 2018 through 2021 only, the parties will pilot a program whereby each bargaining unit member may submit a request for one (1) personal day per contract year before or after holidays or vacation periods. If the superintendent determines in his/her

sole discretion that allowing members to take a personal day before and after holidays and vacation periods has resulted in an adverse educational impact, the superintendent may rescind the pilot program to take effect at the end of that school year. The parties will revisit this issue in the subsequent round of negotiations and determine if the pilot will be continued or not.

- d) 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.”

10. Move 16.2(e) to Article XXVII and create a new Section 27.16.

11. Consolidate 16.2(f) into 16.2(j).

12. Create a new article captioned “Bereavement Leave”, which shall read as follows:
 “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. (language is moved from Article XVI, Section 16.2(g)).”

13. Salary – Appendix A(i)

The parties agree to the language encompassed within the salary schedules shared at the April 7, 2018 bargaining session (attached).

14. Effective September 1, 2020 one (1) day shall be added to the work year for all bargaining unit members which shall be used for professional development. The school calendar shall reflect a half-day of school for students and staff on the day before the start of the December holiday break. With the addition of one (1) day to the work year for all bargaining unit members, the work year for returning staff shall be 182 days. For new hires, the work year shall be 185 days.
15. Effective September 1, 2020, the hourly rate for additional work, currently \$33.00 per hour will be increased to \$35.00 per hour throughout the contract, where applicable.
16. Appendix A (ii). Amend the job title of Early Childhood Coordinator to Director of Early Childhood Education. Amend the work year, job duties and ratio to reflect a director job title.
17. The parties agree to amend athletic stipends, where appropriate. Agreements on the new stipends are attached.
18. The parties agree to change the title for the Nurse Leader position to School Nurse Director. In recognition of the fact that the position works an additional thirteen (13) days and performs evaluations, the School Nurse Director's ratio shall be changed from 1.06 to 1.10.

Two (2) additional days shall be added to the School Nurse's work year, with one (1) day being added for the 2019-2020 school year and one (1) additional day being added for the 2020-2021 school year.
19. Grade 6-12 Directors. The parties agree to convene a sub-committee to review the benefits of a director model with vertical alignment, versus the current model. The sub-committee shall be comprised of an equal number of members from each side, not to

