

Memorandum of Agreement

This Memorandum of Agreement is made by and between the School Committee of the Town of Middleborough, Massachusetts (the "Committee") and the Middleborough Education Association (the "Association").

In consideration of the mutual covenants set forth herein the sufficiency of which is hereby acknowledged, the Committee and the Association hereby agree that the Collective Bargaining Agreement dated July 1, 2016 – June 30, 2019 is hereby continued to June 30, 2022 except as modified by this Memorandum of Agreement

Article V – Application of the Salary Schedule

(Changes and restructuring for clarification)

- A. Placement on the salary schedule will be at the Superintendent's discretion with the following guidelines:
1. Credit will be granted for all work experience as a licensed teacher in Massachusetts Public Schools. An exception may be made in the case of leave replacements of 90 consecutive days or more who are licensed in the field and level in which they are working or serving under an approved waiver. In such case, placement on the salary scale need not exceed that of the teacher on leave.
 2. The Superintendent, at his/her discretion, may also grant credit for public school teaching experience in another state, non-public school teaching experience and/or work experience in government, business or industry. Out of state licensed candidates who apply for a temporary license (with a valid equivalent license and three years of experience under such license) will be granted one year to complete the requirements for a Massachusetts license.
~~It is also agreed that the School Department shall, on an annual basis, no later than October 15th, provide to the Association a list of all new hires in the past year stating the step at which each was hired and the years of experience as a certified or licensed professional. (Eliminate due to changes to Article XXVI)~~
 3. Credit for prior employment shall be computed on the basis that employment continuing over more than six (6) months in any one (1) calendar year or more than five (5) months in any one (1) academic year as the case may be, shall be deemed one (1) year of employment, but this computation shall not apply to more than one (1) of the calendar years or academic years, as the case may be, or prior employment offered by a newly employed teacher for credit.
 4. To be eligible for credit, prior employment must have been performed after the teacher earned a bachelor's degree from an institution accredited as provided in D.1 except in critical areas as may be determined by the Superintendent.
- B. Salaries shall be paid in twenty-six (26) installments in arrears on every other Thursday commencing with the second Thursday after Labor Day in each year. Upon the request in writing of any teacher delivered to the Superintendent on or before June 1, the installments payable in the next following July and August shall be paid on the last workday of the teacher. If the amount of said last check is in error because of an unauthorized absence of a teacher not reflected in the amount of said check, the final payment will be withheld to the next regular payday. A teacher, who exercises his/her option to receive salary in twenty-one (21) installments, shall be paid in such manner; provided such option is exercised in writing to the Superintendent in June immediately preceding the school year in which said payments are to be made; and, provided, further, that such payments are made pursuant to Chapter 41, Section 56, of the Massachusetts General Laws. If the teacher has not completed final year end duties to the satisfaction of the Principal, final payment will be

withheld. Said final duties will be consistent with the established practice. The Nurse's salary shall be payable bi-weekly throughout the year. Summer pay may be taken in one lump sum at the option of the nurse.

- C. Teachers not at the maximum step on the schedule applicable to them, will normally advance in annual increments for each year of full-time employment in an academic year being considered employment for such year. The Superintendent may withhold annual increments in any case of service below a satisfactory level as determined by evaluations made under A.3 of Article X hereof.
- D. In determining the schedule to apply to a particular teacher upon initial employment ~~or upon transfer of a teacher to a schedule applicable to persons of greater academic qualifications~~, the Superintendent shall:
 - 1. Accept a bachelor's or master's degree earned from an institution accredited by an accrediting association which is a member of the Federation of Regional Accrediting Commissioners of Higher Education, or by the National Council for Teacher Education, and
 - 2. Accept semester hours for courses ~~(i) successfully completed in an institution accredited as provided in D.1, and (ii) approved by the Superintendent as set forth in Section E below~~, or deemed by the Superintendent to be substantially similar in subject matter to an approved course.
- E. Any teacher receiving graduate credits which entitle him/her to receive a salary based upon another schedule while employed by the district shall be compensated at the rate provided by said other salary schedule provided that the teacher meets the following criteria:
 - 1. The teacher has applied in writing for the change no later than September 1 or January 1 for a 'lane change' occurring on the following January 1 or September 1, respectively
 - 2. The teacher has provided proof of such graduate credits prior to the 'lane change.'
 - 3. Courses taken while employed by the district have been approved by the Superintendent prior to taking the course. Course approval for purpose of lane changes must be obtained whether or not the teacher is seeking reimbursement as detailed in section F.
- F. ~~Teachers shall be reimbursed for tuition and fees for credit-bearing course(s) subject to prior approval of the Superintendent. Full reimbursement shall be one thousand dollars (\$1,000) maximum per teacher per year with an annual District-wide maximum of \$36,500. If the total tuition exceeds \$36,500 District-wide, individual tuition reimbursement shall be paid on a prorated basis.~~ Teachers shall be reimbursed for tuition and fees for credit-bearing course(s) subject to prior approval of the Superintendent. Full reimbursement shall be Eleven Hundred dollars (\$1,100) in the first year of the contract, twelve hundred dollars (\$1,200) in the second year of the contract, and thirteen hundred (\$1,300) in the third year of the contract maximum per teacher per year with an annual District-wide maximum of \$39,933 in the first year of the contract, \$43,366 in the second year of the contract, and \$46,800 in the third year of the contract. If the total tuition exceeds District-wide maximum for that year, individual tuition reimbursement shall be paid on a prorated basis. A teacher must attain a grade of B minus or better or a passing grade, if graded on a "pass-fail" basis, to qualify for reimbursement of tuition and fees. A nurse who voluntarily pursues professional development through conferences and/or workshops outside the school day shall be reimbursed for the cost of the activity, provided she receives advance approval from the Head Nurse and the Principal, but the nurse shall not be compensated for time she spends at the conference or workshop. Such approval will not be unreasonably withheld.
- G. Co-Curricular positions are annual appointments. The stipends set forth in the Schedule of Stipends for Co-Curricular Activities, apply to all persons who voluntarily accept

employment in Co-Curricular activities. Once an employee has accepted a Co-Curricular position, the duties of the position will not be voluntary for the term of the appointment. Except as to the stipends, manner and consequence of appointment, as set forth above, all other matters dealing with Co-Curricular activities are not subject to the Grievance and Arbitration procedures of this Agreement.

Article VI – Teaching Hours and Assignments

(Changes to Sections C.2, C.3, & C.6 Parent/Teacher Conferences & Nurse Time & Section D.1 & D.2 Release Periods)

C. Teacher Day and Year

2. Teachers may also be required to remain for up to one (1) hour beyond the teacher day on not more than three (3) days per month for staff meetings. No staff meetings will be scheduled during a week with another required staff activity, i.e. open house, parent-teacher conferences. These limitations shall also apply to teachers assigned to more than one (1) school. Nurses will be required to attend only 1 staff meeting per month.
3. Teachers may also be required to attend four (4) evening or late afternoon parent-teacher conferences and one (1) mandatory open house each school year. Nurses are not required to attend Parent/Teacher conferences.
 - a. Each year, prior to the end of the school year, every school in the district will send a recommendation concerning the design and schedule of parent teacher conferences to the Superintendent for approval. The recommendations will be a joint decision of Administration and Faculty based on the needs of the school, the teachers, and the parents in an effort to increase parent participation.
 - b. One voluntary administrative open house may be scheduled annually at all schools. Teachers may voluntarily opt to participate in this activity. Neither the Administration nor the Association will influence the decision of each teacher. Specialists shall be paid at the rate of \$35 per hour for attendance and participation at open houses and parent-teacher conferences beyond one school day at the request of Administration. Faculty meetings shall not be scheduled in the same week as open house or parent-teacher conferences.
6.
 - a. The teacher year shall be no more than 184 days. Exclusive of stipend positions, \$35 per hour shall be paid for work outside of the teacher's workday (i.e. curriculum development, NEASC accreditation, review of athletic physicals and inputting health data from athletic physicals). Performance of such work shall be subject to prior approval of the Superintendent.
 - c. The first work day for teachers will be scheduled to allow for set-up of classrooms to begin no later than 1:30.
 - e. ~~During the school year 2016-2017, the day before Thanksgiving will be an early release day for students and teachers and there will be no school on the day before Christmas. Beginning school year 2017-2018, There will be no school on the day before Thanksgiving or on the day before Christmas. During the school year 2016-2017, teachers will be required to complete two and one half (2.5) hours of self-directed professional development activities with the teacher informing their building principal of the date and activities completed.~~

~~This is for notification purposes only. This day will count as one of the self-directed PD days noted in Section D.7 below~~

D. Release Periods

1. Teachers regularly assigned to Elementary Schools shall be assigned to supervise students as a duty on a rotating basis based on teacher availability. The duties may include breakfast, lunch, recess, or other equitable times based on the needs of the school. Elementary and kindergarten teachers shall not be assigned more than three (3) duties every ten (10) work days. Safe dismissal of students is not considered a duty for the purpose of this section.
2. If the schedules at the secondary level include unassigned teacher time, teachers may be assigned duties during these times on an equal rotating basis.
7. The District shall schedule six (6) early release days for the purpose of professional development. Two (2) early release days shall be designated for elementary teachers for focused professional development activities. Elementary teachers engaged in self-directed professional development during designated PD times shall notify their building principal of their intended area of focus for notification purposes only. In addition, at the elementary complex, two and one half (2 ½) hours will be scheduled by the Administration in a similar fashion to the scheduling of Professional Learning Community time. At the secondary school level, the six (6) days are District directed. ~~In the school year 2016-2017 one of the early release days that is self-directed will be the day before Thanksgiving. Teachers on this day will be expected to complete a self-directed activity on their own time during the course of the year. These teachers are expected to spend 2 ½ hours to complete the task. This day is for all grades, elementary through secondary.~~

Article XIII - Sick Leave

(Changes to Family Sick Days and to allow for ¼ sick days)

- A. In the manner and to the extent provided in this Article a teacher who is unable to work because of an illness or an injury requiring a confinement or treatment by a licensed physician shall, upon notification to the Superintendent as soon as possible after the beginning of said illness or the occurrence of such injury, receive such pay to a maximum of fifteen (15) days exclusive of accumulated sick pay as provided in Section B of Article XIII, in any single school year. Nurses will call the Head Nurse to report their unavailability for work sufficiently in advance so that the Head Nurse will have an opportunity to secure the services of a substitute nurse. Once a nurse has reported his/her unavailability for work in accordance with the regulations pertaining to his/her school, it will not be his/her responsibility to arrange for a substitute nurse. Nurses will work with the administration to compile a comprehensive list of available school nurse substitutes. ~~Up to five (5) days of said fifteen (15) sick days may be utilized by an otherwise eligible employee in the event of serious illness of his child, step-child, parent, step-parent, spouse, grandparent or grandchild. Subject to permission of the Superintendent, an employee shall have up to five (5) additional days of paid leave without deduction from sick leave for utilization in the event of serious illness of his/her child, step-child, parent, step-parent, spouse, grandparent or grandchild.~~ Subject to permission of the Superintendent, an employee shall have up to five (5) additional days of paid leave to be deducted from accrued sick leave in the event of a serious illness of his/her child, step-child, parent, step-parent, spouse, grandparent or grandchild.

- B. Sick Leave shall be cumulative from year without limitation. During any given single school year, a teacher who reports for duty in accordance with the Contract shall be eligible to receive one and one-half (1 1/2) days of sick pay for each month of employment, subject to a maximum of fifteen (15) days during that year, plus any accumulated sick leave. Teachers will be allowed to use sick leave on a one quarter (1/4) day basis.

Article XIV Temporary Leaves of Absence

(Changes to Section B Bereavement)

- B. Up to three days with pay shall be granted for an absence due to the death of a teacher's spouse, child, step-child, son-in-law, daughter-in-law, parent, step-parent, father-in-law, mother-in-law, grandparent, grandchild or sibling, or of a person who is a member of the teacher's immediate household and in substance occupies a similar relationship to the teacher. Two additional days, which will be deducted from the member's sick time, may be taken without district approval. One day with pay shall be granted for an absence to attend the funeral of a teacher's brother-in-law, sister-in-law, aunt, uncle or grandparent of a teacher's spouse. At the discretion of the Superintendent and upon written application, additional leave may be granted under this section but shall be deducted from sick leave.

Article XVIII

- E. A bargaining unit member who is otherwise eligible for enrollment in another health insurance plan and has been enrolled in a town plan continuously for at least 2 years, will receive an annual stipend for opting out/waiving participation in town health insurance in the amount of \$1,000 (individual plan) or \$2,500 (family plan). In addition to the above, other conditions for annual stipend are: The employee is not covered under a town plan subscribed to by another employee of the Town or School Department; and the employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment. If there is a qualifying event which means that the employee who is receiving an opt out payment needs to re-enroll in Town health insurance, the payment will be pro-rated based on the number of months that the employee was not enrolled.
 - a. The interpretation of this article shall be as it has been applied to the other bargaining units in the town as per Arbitration 01-17-0004-5557 Middleboro Education Association V Middleboro School Committee dated February 6, 2018.

Article XXIII - General

(Changes to Section G - Nurse NBCSN Certification. Make current part 1 and add parts 2 & 3)

- G.
 - 1. Nurses shall be reimbursed up to \$200 for the fee for the national certification test.
 - 2. The Committee agrees to pay school nurses a one-time stipend of \$1200 upon confirmation of attaining the NBCSN credential through the National Board for the Certification of School Nurses. The stipend shall be paid at the end of the fiscal year in which the credential was earned. District school nurses who hold the NBCSN credential as of June 30, 2019 will receive this stipend at the end of FY 2019-2020. Any school nurse hired after June 30, 2019, who holds the NBCSN credential on the date of hire, shall not receive this stipend. However, the stipend shall be paid to school nurses hired after June 30, 2019 who earn the NBCSN credential while employed by the Committee.

3. The Committee agrees that the NBCSN credential shall count as six (6) graduate credits towards horizontal advancement on the salary schedule and said adjustment will be made according to the terms of this agreement.

Article XXIV – Resignation/Retirement

(Change from 90-day retirement notification to 120-day retirement notification)

Any teacher resigning from his or her teaching position shall give written notice of such resignation to the Superintendent not later than thirty (30) days prior to the date of intended resignation. Exceptions to this provision due to illness or other reasons may be approved by the superintendent. Unless so approved by the School Committee, a violation of this provision will be noted in the teacher's file and will be included in any future reference requests. Any teacher retiring from his or her teaching position shall give written notice of such retirement to the Superintendent not later than ~~ninety (90)~~ one hundred twenty (120) days prior to the date of intended retirement, when possible, for budgetary/staffing purposes.

Article XXVI – Agency Fee Member Access

(Changes to adjust contract language due to Janus Ruling)

- ~~A. The Committee agrees to require, as a condition of employment, that all employees, except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association as of the thirtieth (30th) day subsequent to the effective date of this Agreement, whichever is later, an Agency Service Fee equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues are paid. Said amount should be certified annually to the Committee by the Association.~~
- ~~B. The Association agrees to indemnify and hold harmless the Committee against all claims, suits, or other forms of liability arising out of the deduction of said agency service fee from a teacher's pay or because of the application of this Article. The Association shall assume full responsibility for the disposition of the monies so deducted once they have been released to the Treasurer of the Association, in the event of authorized deductions.~~
- A. Meetings and Consultation.
Representatives of the Association shall be permitted to meet with bargaining unit members on school property during non-work times provided that such activities do not unreasonably interfere with the school operations
- B. Contact Information
 1. The District shall provide to the Association within 3 days of hire date the name, job title, building and contact information of any new hire whose position falls under the collective bargaining agreement.
 2. The district will not release any personal contact information of an Association member to any third parties unless required by law, court order, order of the Secretary of State of Massachusetts, or written member request.
- C. Orientation and First School Day for Teachers
 1. The Association will be allowed one hour on the first day of new employee orientation to address potential members and advise them of the costs and benefits of being a member of the Association.
 2. The Association will be allowed one hour before lunch on the first day of the school year to address the membership of the Association.

D. Requests to Rescind Membership

1. Any Association member seeking information on the process to rescind their membership will be referred to the Association.
2. If a member provides the district with a written request to terminate their payroll deduction for union dues, the district will notify the Association of the request.
3. At the end of the school year, the Association will provide the district with contact information for the officers that members should be referred to for the following school year.

Article XXVIII - Longevity

(Changed to reflect agreed upon adjustments)

~~Longevity payment will be as follows:~~

~~a. For members who have completed fourteen (14) to eighteen (18) years of service in the Middleborough Public Schools will receive the following:~~

- ~~▪ 2016-2017 \$1000~~
- ~~▪ 2017-2018 \$1100~~
- ~~▪ 2018-2019 \$1200~~

~~b. For members who have completed nineteen (19) to twenty two (22) years of service in the Middleborough Public Schools will receive the following:~~

- ~~▪ 2016-2017 \$1300~~
- ~~▪ 2017-2018 \$1450~~
- ~~▪ 2018-2019 \$1600~~

~~c. For members who have completed twenty three (23) to twenty four (24) years of service in the Middleborough Public Schools will receive the following:~~

- ~~▪ 2016-2017 \$1800~~
- ~~▪ 2017-2018 \$2000~~
- ~~▪ 2018-2019 \$2200~~

~~d. For members who have completed twenty five (25) years of service in the Middleborough Public Schools will receive the following:~~

- ~~▪ 2016-2017 \$2000~~
- ~~▪ 2017-2018 \$2200~~
- ~~▪ 2018-2019 \$2400~~

- A. Beginning with the 2020-2021 school year, teachers will be eligible for longevity based on years of service as set forth in section B and the teacher's hire date. Teachers hired by the first (1st) teacher day of the school year and meeting the requirements set forth in section B, will receive their longevity payment in October of that year as a lump sum. Teachers hired after the first (1st) teacher day of the school year but by the ninety-second (92nd) teacher day of the school year and meeting the requirements set forth in section B, will receive their longevity payment in February of that year as a lump sum. Teachers hired after the ninety-second (92nd) teacher day of the school year and meeting the requirements set forth in section B, will receive their longevity payment in October of the following year as a lump sum. All full-time equivalent years of service in the bargaining unit, not including unpaid leaves or years prior to a break in service due to voluntary resignation, will count toward fulfilling the number of years of service for purposes of longevity.

- B. Longevity payments are as follows:
 - a. Members that have completed fourteen (14) to eighteen (18) years of service in the Middleboro Public Schools will receive a longevity payment of \$1200.
 - b. Members that have completed nineteen (19) to twenty-two (22) years of service in the Middleboro Public Schools will receive a longevity payment of \$1600.
 - c. Members that have completed twenty-three (23) to twenty-four (24) years of service in the Middleboro Public Schools will receive a longevity payment of \$2200.
 - d. Members that have completed twenty-five (25) or more years of service in the Middleboro Public Schools will receive a longevity payment of \$2400.

ARTICLE XIX – DURATION

(Changes to adjust for new contract years)

- A. This Agreement shall take effect on July 1, 2019, except as otherwise specifically provided in this Agreement, and shall continue in effect to and including June 30, 2022. This Agreement shall thereafter renew itself for terms of one (1) year each, unless by September 15, next prior to the expiration of the contract year involved, either the Committee or the Association shall notify the other, in writing, of their desire to renegotiate the terms of this Agreement.
- B. The receipt of any written notice required under this Article shall be acknowledged in writing by the party to this Agreement receiving such notice within fifteen (15) school days of its receipt. Negotiations concerning the subject matter referred to in any such notice shall commence not later than fifteen (15) school days from the date of the acknowledgment in writing of such notice.

Appendix A

All steps will receive an increase of 2% per year for three years (This increase does not include stipends which will be adjusted in a separate MOA)

Salary Schedule Column Title will be adjusted;
B +15 will be changed to B+15/Nurse NBCSN + 9

For the Committee

For the Association

Richard Young

Frank Coutinho