Memorandum of Agreement

between the Medfield School Committee

and the Medfield Teachers Association

Revised June 15th, 2022

The Negotiation Team of the Medfield School Committee and the Negotiation Team of the Medfield Teachers Association, both acting subject to ratification of this Memorandum of Agreement by their full memberships, to whom both Negotiation Teams agree to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for successor collective bargaining agreements which will be in effect from July 1, 2022 to June 30, 2023 and July 1, 2023 to June 30, 2026.

All terms and provisions of the predecessor Agreement which expired on June 30, 2022 shall, except to the extent modified by this Memorandum, be carried over into the successor agreements. All references to dates in the successor agreements shall be changed to reflect the term of the successor agreements unless otherwise provided for in this Memorandum.

Unless otherwise specified in this Memorandum, all modifications will take effect as of the effective date of the successor agreements.

1. ARTICLE XI: PREPARATION PERIOD (2022-2023)

   All teachers shall receive planning time ~~which over the course of a regular five day week will average out to a~~ **for a** minimum of forty (40) continuous minutes of individual planning time per student school day. The provisions of ~~the~~ this Article do not apply to positions of nurse or school psychologist. In case of a financial crisis agreed upon by both the Committee and Association, a block of time may be assigned before the beginning of classes or after classes and will be considered individual planning time.

2. NEW SECTION: ARTICLE IV(P): COMPENSATION (2023-2024)

   Substitute Coverage: **Whenever a school building cannot find enough substitute teachers to cover for absent educators, the building principal shall send an email to all staff inviting them to volunteer to cover those classes for which there is no available substitute. Volunteers shall be chosen on a first come, first served basis. If such coverage causes the volunteer to lose their contractual preparation time, they shall be compensated according to the following:**

Elementary/Middle School: $30/class
High School: $33.50/class

Compensation shall be prorated for any substitute coverage provided for less than one (1) hour. It shall be the members responsibility to log hours worked pursuant to this article via the shared Google document on the District's Google Suite platform. Members shall be compensated in the following pay period according to the normal District's payroll processes.

3. NEW SECTION: ARTICLE XVIII(K): PARENT-TEACHER CONFERENCES

Beginning in the 2023-2024 school year, all Prek-12 educators shall be available for Parent-Teacher conferences during the contractual work day. Such conference days shall be student half-days. There shall be two (2) parent-teacher conference days in the fall and two (2) parent-teacher conference days in the spring. As soon as is practicable, each school building shall form a committee to establish protocols and norms for parent-teacher conferences in their respective buildings. Committee decisions shall be made by mutual consensus of a two-thirds (2/3) majority vote.

The parties recognize that all parents shall have equal opportunity to meet with educators during these times. If a parent who desires a conference is unable to be scheduled during the established times due to unavailability of time in a given educator's conference schedule, then the educator may meet with the parent as their schedule allows but are not required to meet with the parent outside of contractual hours and/or during their contractual preparation time as defined in Article XI.

If the responsibilities under this article create an unanticipated increase on the workload of educators, the Association retains the right to bargain the impact of these additional responsibilities.

4. ARTICLE XVIII(4): TEACHING HOURS (2022-2023)

A. Employees covered by this Agreement in special services and guidance shall work thirty-six (36) hours and fifteen (15) minutes per week. The scheduling of such hours will be made by mutual agreement between the individual employees and his/her respective supervisor.

On days when their schedule requires teachers to travel between schools in the district, bargaining unit members may be assigned duties at the beginning or end of the day. **On such days, the District shall schedule for the normal travel time between buildings plus ten (10) additional minutes**. On those days when bargaining unit members are not required to travel between schools in the district, they may be assigned duties at any time during the day.

...

E. *The work year of teachers*:

1. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year, in-service days, and any other days on which teacher attendance is required. **At least three (3) consecutive hours of one (1) teacher workday prior to the start of the student school year shall be reserved for teachers to ready their classrooms, consult with colleagues, and generally prepare for the upcoming school year.**

5. APPENDIX F: TEACHER EVALUATION AND OBSERVATION INSTRUMENT (2022-2023)

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	First two professional development days
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator completes first observation of each Educator	**September 30-November 30**
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	January 5 or four weeks before Formative Assessment Report date established by Evaluator
Evaluator completes mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	April 20 or 4 weeks prior to Summative Evaluation Report date established by evaluator
Evaluator completes Summative Evaluation Report	May 15

Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 17

6. ARTICLE XVIII(I): TEACHING HOURS (2022-2023)

I. Staff meeting: There will be one full faculty meeting per month September through June as needed and one curriculum (Curriculum Planning/Grade Level/Department) meeting per month. Meetings may run up to sixty (60) minutes in length and may go beyond contract hours. At least three staff meetings, including September, December, and March, shall run no more than forty-five (45) minutes in length. **In either September or October of each school year, one (1) building-based staff meeting shall be reserved for the purposes of the completion of an educator's evaluative goals.** Meetings will be scheduled on workdays other than Fridays or days prior to holidays or school vacation. Teachers will be notified in writing at the beginning of the year of scheduled faculty meetings unless it is an emergency meeting.

7. ARTICLE IV(N): COMPENSATION (2023-2024)

In the event that nurses are asked to work outside their contractual hours to perform duties essential to the functioning of Medfield Public Schools in response to the declaration of a local, state, and/or federal public health emergency, nurses shall be compensated at fifty-five dollars ($55.00) per hour. All such work shall be voluntary. In no event shall nurses be asked to work more than ten (10) hours per week outside of their normal, contractual work hours due to the declaration of a local, state, and/or federal public health emergency

8. ARTICLE IV(I)(4): COMPENSATION

Beginning on July 1, 2022, Unit A members will only be allowed to move one lane on the salary schedule per fiscal year. All movement requests must follow the procedures outlined in Article IV, Section J.

9. ADD TO APPROPRIATE APPENDIX: (2022-2023)

AM/Before School Care stipend in the amount of $5,000
HS Jazz Ensemble stipend in the amount of $5,000

(2023- 2024) **Educational Team Leaders** - *This language is for the purposes of this MOA only and the agreement memorialized herein shall be amended in the CBA wherever necessary upon the implementation of the terms described below:*

The Parties agree that, should Educational Team Leaders be assigned to evaluate Unit B employees at anytime during the life of the 2023-2026 collective bargaining agreement, those Educational Team leaders shall be compensated at the rates described for Department Chairs in Appendix G per the Side Letter of Agreement "STIPEND CHANGES EFFECTIVE SEPTEMBER 1, 2018," based on the number of employees each Educational Team Leader shall evaluate.

10. APPENDIX A-1: TEACHERS SALARY SCHEDULE

Increase the Teacher Salary Scale by two percent (2%) effective at the start of the 2022-23 work year and by one-half percent (.5%) on Day 91 of the 2022-2023 school year.

Increase the Teacher Salary Scale by two percent (2%) effective at the start of the 2023-24 work year.

Increase the Teacher Salary Scale by two percent (2%) effective at the start of the 2024-25 work year and one-half percent (0.5%) at Day 180 of the 2024-2025 school year.

Increase the Teacher Salary Scale by two percent and one-half (2.5%) effect at the start of the 2025-26 work year.

Beginning at the start of the 2023-2024 work year, add Step 20 and Step 25 in the salary scale when an educator reaches twenty or more (20+) years of service and twenty-five or more (25+) years of service, respectively. Step 20 for each column on the Salary Scale shall be calculated at 102.5% of the last step in each column. Step 25 for each column shall be calculated at 102.5% of that column's Step 20.

To determine the number of years of service for purposes of this Article, the employer will combine an employee's step number as of date of hire within the bargaining unit with the number of school years worked as a bargaining unit member. For those employees hired at Step 1, their step number as of date of hire shall not apply in calculating years of service for the purposes of this Article.

11. ARTICLE XXV – 403(b) PLAN (2023-2024)

Effective September 1, 20~~08~~**23**, the School Committee agrees to contribute to a 403(b) plan for all participating bargaining unit members. Any bargaining unit member wishing to participate in the program must notify the Superintendent in writing no later than

December 1st preceding the first year of participation (or within four weeks of being hired). ~~In order to be eligible to receive this benefit during the 2008-2009 school year, all bargaining unit members must notify the Superintendent in writing by no later than December 1, 2007.~~ The Committee shall match ten percent (10%) of all bargaining unit member contributions, up to a maximum of ~~two~~ **four** hundred dollars ~~($200.00)~~ **($400.00)** per member per year. Once a bargaining unit member elects to participate in the matching 403(b) plan, he/she shall be ineligible to participate in the Sick Leave Buyback benefit.

12. ARTICLE XVI – MATERNITY/PATERNITY/ADOPTION LEAVE

A. Maternity/**Paternity Leave**: Teachers shall be granted maternity leave. Such leaves to be governed by the following condition:

1. Employee without Professional Teacher Status. An employee without professional teacher status, who has been employed by the Committee for at least three (3) consecutive months as a full-time employee, shall be entitled to maternity/**paternity** leave for a period not to exceed twelve (12) weeks **which may be paid provided the teacher in question has sufficient accrued sick leave available.** ~~(8 weeks of which may be paid provided that the teacher in question has sufficient accrued sick leave available);~~ if any regularly scheduled school vacation days fall during any portion of the ~~eight~~ **twelve** week period of leave, the employee shall be entitled to additional days equal to the same number of scheduled school vacation days. This provision does not apply to summer vacation periods or Saturdays and Sundays, which fall during a school vacation period. ~~Said leave shall be for the purpose of giving birth and recovery from any disability resulting there from~~. The employee shall give at least sixty (60) calendar days written notice to the Superintendent of Schools of ~~her~~ **their** anticipated date of departure and intention to return to duty.

For those employees taking maternity leave, ~~S~~such notice shall include a written statement from ~~her~~ **their** physician attesting to the employee's ability to continue performing the full duties and responsibilities of ~~her~~ **their** position and giving ~~her~~ **their** estimate of the delivery date and shall be considered as a request for leave under the provisions of the Family and Medical Leave Act of 1993. ~~She~~ **The employee** shall be permitted to continue on active duty until such date, provided ~~she~~ **they** ~~does~~ perform the full duties and responsibilities of ~~her~~ **their** position and furnishes additional statements from ~~her~~ **their** physician upon the reasonable request of the Superintendent or his/her designee.

2. Employee with Professional Teacher Status: **An Employee with Professional Teacher Status shall be entitled to paid maternity/paternity leave for a period not to exceed twelve (12) weeks provided the teacher in question has sufficient accrued sick leave available**. An employee with professional teacher status may be entitled to unpaid maternity leave for a period of up to two (2) years, except as is otherwise provided herein, from the date of its commencement, provided, wherever possible, ~~she~~ **they** gives

at least sixty (60) calendar days written notice to the Superintendent of Schools of ~~her~~ **their** anticipated date of departure and intention to return to duty. Such notice shall include a written statement from ~~her~~ **their** physician attesting to the employee's ability to continue performing the full duties and responsibilities of ~~her~~ **their** position and giving ~~his/her~~ **their** estimate of the delivery date and shall be considered as a request for leave under the provisions of the Family and Medical Leave Act of 1993. ~~She~~ **The employee** shall be permitted to continue on active duty until such date, provided ~~she~~ **they** ~~does~~ perform the full duties and responsibilities of ~~her~~ **their** position and furnishes additional statements from ~~her~~ **their** physician upon the reasonable request of the Superintendent or his/her designee. Normally, the employee will be permitted to return to duty only at the beginning of a school year, unless ~~she~~ **they** returns within twelve (12) weeks after the commencement of ~~her~~ maternity leave. In the event an employee's leave of absence of one (1) year shall expire after the beginning of the school year, the leave of absence shall be extended to the beginning of the next school year to permit the employee's return to duty at such time. Under the exceptional circumstances, (such as but not limited to miscarriage or death of a child) a teacher desiring to return to ~~her~~ **their** teaching duties at a time other than those set forth above may make written application for reinstatement to the Superintendent. The Superintendent may grant such reinstatement.

~~The employee with professional teacher status may elect to use her accumulated sick leave during her period of physical disability as a result of childbearing for a period of eight (8) weeks. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated. The request to use accrued sick leave shall be made in writing to the Superintendent.~~

3. In the event an employee fails to return to duty at the expiration of ~~her~~ **their** maternity leave, the employee shall be deemed to have resigned, and the obligation of the Committee to provide a position for ~~her~~ **the employee** shall cease.

4. All benefits to which the employee was entitled at the time of ~~her~~ **their** leave of absence commenced, including any unused accumulated sick leave shall, except as is otherwise provided herein, be restored to ~~her~~ **them** upon ~~her~~ **their** return, and ~~she~~ **they** shall, as otherwise provided herein, be assigned to the same teaching position which ~~she~~ **they** held at the time such leave commenced, if such position is available, or if it is not available, to a substantially equivalent teaching position. Upon ~~her~~ **their** return, the employee shall not advance in increment unless ~~she~~ **they** shall have worked at least one hundred (100) days in the school year in which ~~her~~ **their** leave commenced either in the Medfield Public School system or in another school system. The Committee shall not be required to restore an employee on maternity leave to ~~her~~ **their** previous or similar position due to economic conditions or other changes in operating conditions affecting employment during the period of ~~her~~ **their** maternity leave; provided, however, that the employee on maternity leave shall retain any preferential consideration for any other position to which ~~she~~ **they** may be entitled as of the date ~~her~~ **their** leave commenced.

5. The parties recognize that the Family and Medical Leave Act (FMLA), as amended, may establish rights different from those expressed in this article. The extent that this is

true, the greater of those rights (i.e. FMLA rights vs rights under this article) will control, but those greater rights will not be in addition to the lesser rights. Where an employee takes leave under one of the articles set forth in this agreement for a reason which would entitle the employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

~~**B.** Paternity Leave: Teachers shall be granted paternity leave. Such leaves to be governed by the following conditions:~~

~~A teacher whose spouse is hospitalized for the purpose of child bearing and recovery shall be entitled to utilize up to five (5) consecutive days of accrued sick leave upon the birth of the baby and shall be granted two additional days of paid personal leave. Said two additional days of paid personal leave must be used during the period from two weeks following delivery.~~

~~C~~**B.** Adoption Policy:

~~Bargaining unit members who adopt~~ **A bargaining unit member is entitled to up twelve (12) weeks of paid leave due to the placement of a child for adoption and/or foster care and/or to bond with the newly placed child within one year of placement the child, provided the bargaining unit member has sufficient accrued sick leave available.** ~~ten (10) days of accrued sick leave for adoption-related travel, court appearances, appointments with social workers or adoption agencies or attendance at other meetings or processes required in connection with the adoption of a child. Adoptive parent(s) shall be entitled to utilize up to five (5) days of accrued sick leave upon the child's arrival home.~~ Additional time may be granted at the discretion of the Superintendent.

13. ARTICLE V: EXTRA DUTIES

Effective at the start of the 2022-2023 school year, all teachers shall be required to perform one (1) extra duty per work week, exclusive of lunch duty as described above. Equitable distribution of duties will be the responsibility of building principals.

14. HOUSEKEEPING:

1.) ARTICLE XVI(F):

~~Effective September 1, 2005, members of the bargaining unit, who have served at least twenty (20) years as a teacher in the Medfield Public Schools, but less than twenty-five (25) years, shall be eligible for a longevity payment in the amount of seven hundred fifty dollars ($750.00). Members of the bargaining unit who have served at least twenty-five years (25) as a teacher in the Medfield Public Schools shall be eligible for a longevity payment in the amount of one thousand dollars ($1,000.00).~~ Length of service to qualify for longevity payments does not revert

to zero in the event an employee has a break in service; however, any time during a break in service shall not count toward eligibility for longevity.

Effective September 1, 2016, members of the bargaining unit, who have served at least the following years as a teacher in the Medfield Public Schools shall be eligible for the following longevity payment:

10 years	15 years	20 years	25 years
$ 500.00	$1,000.00	$1,500.00	$2,000.00

2.) ***Change Content Area Specialist*** **to** ***Department Chair*** **in Article V(C) and Article XIX(E)**

Change ***Foreign Language*** **to** ***World Language*** **in Article XXII**

WHEREFORE, intending to be bound, the parties have executed this agreement this 6 24 day of June, 2022,

FOR THE COMMITTEE

FOR THE ASSOCIATION