

MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Quincy 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 the Quincy Education Association (“the Union”), acting subject to ratification of this Agreement by the membership of the Union, to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement for the successor collective bargaining agreement that will be in effect for the three-year period from September 1, 2022 through August 31, 2025.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that was effective from September 1, 2021 to August 31, 2022 shall, except as modified by the terms of this Memorandum, be extended for a three-year period of September 1, 2022 through August 31, 2025.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreement unless otherwise provided for in this document.
3. Housekeeping:
 - a. Remove outdated references to language that has sunset, update references and numbering throughout; and
 - b. Any other changes as mutually agreed.
4. **Article IV: Grievance and Arbitration Procedure**
Change Section C.3 to read:

If the aggrieved member is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within twenty (20) school days after he/she has first met with the Superintendent, then the grievance may be filed in writing with the School Committee. The grievance at Level 3 must be filed within ~~fifteen (15)~~ **twenty (20)** school days from the date of the Superintendent’s response at Level 2 or the date the Level 2 response was due, whichever is sooner, otherwise the grievance shall be waived.

5. **Article VI A: General Conditions**

Change Sections A and B to read:

- A. Under ordinary circumstances, members at the Senior high and Middle school level (except school nurses) shall have at least five (5) preparation periods scheduled in each week. Effective upon ratification, school guidance at the high school level shall have at least one hundred thirty-five (135) minutes of preparation time each week scheduled in blocks of not less than forty-five (45) minutes not less than three times per week. Exceptions may be made to this provision for school guidance preparation time when voluntarily agreed to by the individual member. The schedule will rotate such that no two members of the school guidance team will be assigned to the same preparation time block. The parties understand that preparation time for guidance counselors may be interrupted by emergencies or other urgent situations as determined by building administration in their sole discretion, though best efforts will be made by building administration to avoid such disruptions, should such disruptions occur, missed preparation time will not be made up.

Effective upon ratification, school guidance at the middle school level shall have at least one hundred twenty (120) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than four times per week. Exceptions may be made to this provision for school guidance preparation time when voluntarily agreed to by the individual member. The schedule will rotate such that no two members of the school guidance team will be assigned to the same preparation time block. The parties understand that preparation time for guidance counselors may be interrupted by emergencies or other urgent situations as determined by building administration in their sole discretion, though best efforts will be made by building administration to avoid such disruptions, should such disruptions occur, missed preparation time will not be made up.

Effective upon ratification, school nurses at the middle and high school level shall have at least one hundred fifty (150) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than five times per week during which period of time a school nurse will perform some of the administrative and clerical duties required. This one-half hour period shall be scheduled in consultation with the school principal and shall not interfere with the school nurse's provision of nursing care to students, including distribution of medications. School principals will be expected to use reasonable efforts to provide this period every day and will communicate with building personnel that where possible, this time is to be uninterrupted. Nothing in this Article shall be construed as limiting in any way the opportunity for students to seek and receive emergency or urgent nursing care when necessary. Preparation missed due to the provision of such care shall not be made up.

- B. Effective for the 2023-2024 school year related service providers (by way of illustration, Occupational Therapist, Physical Therapist, Speech Therapist, Vision Specialist, Hearing Specialist) shall have a total of at least one hundred fifty (150)

minutes of preparation time each week scheduled in blocks of not less than thirty minutes.

- C. Members at the Elementary School level (except school nurses) shall be provided some time each week during school hours for preparation and planning. The use of preparation and planning time shall be determined by the individual teacher. Periods of instruction in Physical Education, Music, Media and Art shall be considered as planning periods for elementary members. In the event an elementary specialist in art, music, physical education or media is absent, every reasonable effort shall be made by the administration to hire a substitute teacher. Members at the Elementary level will be allowed the first, third and fifth ~~Tuesday~~ **early release day** afternoons each month for preparation and planning and will not be required to attend other meetings on those afternoons. Members at the Elementary School level shall have guaranteed minimum preparation time of six hundred ninety (690) minutes on average in a normal 4 week period. **Effective for the 2023-2024 school year, members at the Elementary School level shall have guaranteed minimum preparation time of seven hundred and twenty (720) minutes on average in a normal 4 week period.** Such preparation time shall be inclusive of the first, third, and fifth ~~Tuesday~~ **early release day** afternoons each month for preparation and planning, the approximately thirty (30) minutes transition time for kindergarten teachers and the aforementioned periods of instruction in special program areas. **Effective upon ratification, school guidance at the elementary school level shall have at least ninety (90) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than three times per week. Exceptions may be made to this provision for school guidance preparation time when voluntarily agreed to by the individual member. The schedule will rotate such that no two members of the school guidance and school nurse team will be assigned to the same preparation time block. The parties understand that preparation time for guidance counselors may be interrupted by emergencies or other urgent situations as determined by building administration in their sole discretion, though best efforts will be made by building administration to avoid such disruptions, should such disruptions occur, missed preparation time will not be made up.**

Effective upon ratification, school nurses at the elementary school level shall have at least one hundred twenty (120) minutes of preparation time each week scheduled in blocks of not less than thirty (30) minutes not less than four times per week during which period of time a school nurse will perform some of the administrative and clerical duties required. This one-half hour period shall be scheduled in consultation with the school principal and shall not interfere with the school nurse's provision of nursing care to students, including distribution of medications. School principals will be expected to use reasonable efforts to provide this period every day and will communicate with building personnel that where possible, this time is to be uninterrupted. Nothing in this Article shall be construed as limiting in any way the opportunity for students to seek and receive emergency or urgent nursing care when necessary. Preparation missed due to the provision of such care shall not be made up.

Effective 2023-2024 School Year, Elementary Educators who teach in the Academic Program areas of Art and Music and do not have a dedicated space in their building shall have five (5) minutes of travel time between assigned classes or duties.

Add new Section G to read:

Effective for the 2024-2025 school year, all Middle School Special Education Teachers who teach three or more academic classes will be provided with 120 minutes of additional preparation time each month during the contractual day.

6. **Article VI A: General Conditions**

Add new language as follows:

G. Members at the Middle School and High School levels, grades 6-12 who teach core academic subjects or any course receiving a grade excluding grades of S, E, or U shall use QPS designated student information system (currently Aspen) for daily attendance, grades, and progress report and report card entry. Members at the Middle School and High School levels shall use the public gradebook so that parents can effectively monitor their student(s) educational progress. Members at the Middle and High School levels shall update this public gradebook once every two weeks so long as the following are true:

- 1) **The district will make reasonable effort to provide a software link from Google Classroom to the designated student information system. In the event the district is not able to provide such software, the parties shall meet to negotiate a solution. Educators shall be held harmless for delays in updating of grades until a mutually agreed upon solution is implemented.**
- 2) **The district will provide training to educators on the designated student information system within the contractual day not less than once per school year and within 30 days of hire.**

Nothing in the provisions of this Section shall be interpreted as requiring any change in curriculum, instructional design, or standards for evaluation as currently practiced by Members.

7. **Article VII: School Hours and Year**

Amend Section I as follows:

Effective September 1, 2023, the Committee and the Association further agree that subject to any further order of any State agency having jurisdiction, the school year of required attendance by members shall, except as otherwise specifically provided below be one hundred eighty-three (183) ~~one hundred eighty-two (182)~~ days, of which one (1) day, the day before the opening of classes, is provided for a general meeting of the professional staff and one (1) day, Election Day, is provided for a full day of Professional Development / Curriculum Development, and ~~one hundred eighty (180)~~

days are provided for classes. The one hundred eighty-second (182) day shall be scheduled at the discretion of the Superintendent as either a professional development day midyear or the day immediately following the close of the one hundred eighty (180) day school year. Effective for the 2013-2014 School Year, school nurses may opt to use their 182nd day at the beginning of the school year when there are no students present in order to prepare for the start of the new school year. Effective for the 2013-2014 School Year, each high school will be granted a maximum of 8 paid hours to be paid to school nurses who are responsible for administering fit for activity exams for student athletics.

Amend Section P as follows:

PROFESSIONAL DEVELOPMENT / CURRICULUM DEVELOPMENT PROGRAM

In addition to Election Day full day of professional development, members may be required to attend up to ~~five (5)~~ **two (2)** Professional Development / Curriculum Development Sessions during the school year at the discretion of the Superintendent. The purpose of the Sessions shall be for professional development and/or curriculum development, shall not involve student instruction or supervision and shall be subject to the following:

1. The schedule of Sessions for the school year shall be developed by the Superintendent after consultation with the President of the Association. The schedule for the first half of the school year shall be provided to members no later than the Friday after Labor Day and the schedule for the second half of the school year shall be provided to members no later than December 15th of the school year. It is understood that changes in the schedule due to unforeseen circumstances may occur. In such cases, members who have personal or professional obligations made prior to the schedule change shall be accommodated.

2. Each Session shall be of no greater than two (2) hours in duration **for a total of 4 hours each school year** and shall commence immediately at the close of the school day. **Professional Development / Curriculum Development Sessions held on Election Day shall be scheduled during regular contractual hours.**

8. Article X: Sick Leave

Amend Section: Extended Sick Leave Plan, Section 4 as follows:

~~The above shall not be applicable to those members who are disabled by:~~

~~a. Alcohol~~

~~b. Drugs~~

4. Continued eligibility will require a doctor's certificate every six (6) weeks during the leave period, indicating the nature and continuance of disability and verifying satisfactory adherence to a medical, mental health or substance abuse treatment plan.

9. **Article XIV: Extended Leave of Absence Without Pay**

Update Section 4 to read:

~~Maternity~~ **Parental** leave without pay or increment will be granted to members having Professional Teacher Status. Such leave shall continue until the beginning of the second school year to commence after the leave was granted. Appropriate medical evidence of fitness will **may** be required prior to return from such leave. A member on ~~maternity~~ **parental** leave must notify the Superintendent in writing on or before March 1 of ~~her~~ **their** intention to return to school the following September.

10. **Article XIX: Members' Assignments, Transfers, and Retirements**

Strike Section 6 as follows:

~~A member whose seventieth (70th) birthday will occur during a school year shall notify the Superintendent in writing of such fact and date thereof by April 1 of the school year preceding such birthday. As to each member who shall give such notice, the Superintendent shall determine, not later than May 15, whether such member shall be retained in service throughout that following school year in question or until the end of the calendar month in which such birthday occurs. Not later than May 15 the Superintendent shall notify in writing each such member and the Teachers Retirement Board of the determination made respecting him/her. A member whose 70th birthday will occur during a next succeeding school year, but who fails to notify the Superintendent as provided above shall not be entitled to any particular notice from the Superintendent of its decision as to his/her employment after such birthday.~~

11. **Article XX: Promotions**

Modify as follows:

All vacancies in promotional positions, if filled, shall be filled pursuant to the following procedure:

a. Such vacancies shall be publicized to members by sending a notice thereof to the Association and to each building principal and by posting a written notice on a bulletin board in every school. **Reasonable effort will be made to send notice in a district-wide email to all Association members,** as far in advance of the date of filling such vacancy as possible (ordinarily at least ~~thirty (30) days~~ **fifteen (15) days**), or if such vacancy occurs after the close of the schools in June and before they open in September, by mailing a copy of such notice to the Association and to every member who shall have filed his/her name and summer address with the Superintendent for the purpose of receiving such notice and to those members who in the discretion of the Superintendent should be notified.

12. **Article XXIII: Salary Schedules and Stipends**

Amend Section C as follows:

Each school nurse shall receive a uniform allowance of two hundred and fifty (\$250) ~~one hundred (\$100.)~~ dollars each year which may be used for either ~~white~~ uniform scrubs or ~~white~~ lab coats.

13. **Article XXX: Longevity**

Effective August 31, 2025 eliminate Longevity Plan B for new enrollments. Any member who had elected this Plan prior to August 31, 2025 will continue to receive benefits until exhausted.

Effective September 1, 2022 restructure Longevity Plan A as follows:

- 1. After 15 years of service ~~\$650~~ \$400
- 2. After 20 years of service ~~\$1000~~ \$500
- 3. After 25 years of service ~~\$1200~~ \$600
- 4. ~~After 30 years of service \$750~~

Effective September 1, 2023 restructure Longevity Plan A as follows:

- 1. After 12 years of service ~~\$500~~
- 2. After 15 years of service ~~\$800~~ \$400
- 3. After 20 years of service ~~\$1200~~ \$500
- 4. After 25 years of service ~~\$1500~~ \$600
- 4. ~~After 30 years of service \$750~~

14. **Article XXXII: Professional Discretionary Fund**

Amend Section A as follows:

A. A Professional Discretionary Fund (PDF) shall be established on September 1 of each school year by the Committee for each member of the bargaining unit in active service or on approved paid leave of absence in the following amounts:

School Year 2022-2023	\$400 <u>\$450</u>
School Year 2023-2024	\$400 <u>\$450</u>
School Year 2024-2025	\$400 <u>\$450</u>

D. Funds in the PDF for all expenses other than course reimbursement must be utilized on or before ~~May 15~~ the Friday before the February April vacation of each year. Requests for reimbursement shall be submitted to the Business Office by September 30 for payment in October, prior to the December vacation for payment in January and ~~prior to May 15 for payment in June~~ the Friday before the February April vacation for payment in May ~~March~~ on a request form with verification mutually agreeable to the parties. For course reimbursement only, requests for reimbursement shall be submitted to the Business Office prior to May 15 for payment in June. Courses

taken for reimbursement shall be submitted to the Business Office prior to May 15 for payment in June. Courses taken for course reimbursement must begin, end, and be paid for within the same fiscal year (between July 1 - May 14), and reimbursement form must be accompanied by transcript and copy of course approval card.

15. New Article #: Parental Leave

Create new article "Parental Leave" as follows:

An eligible member who is seeking a parental leave shall notify the Superintendent, in writing, as soon as possible and shall request a leave of absence specifying the dates requested for the beginning and end of the leave. The purpose of such notification is to provide the administration as much opportunity as possible to make suitable arrangements for continuity with respect to the member's assignments. Upon receipt of at least two (2) week's written notice of anticipated date of departure and intention to return, and if the appropriate documentation is provided, the Superintendent shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of the Family and Medical Leave Act and/or up to eight (8) weeks in accordance with the provisions of the Massachusetts Parental Leave Act (MPLA) (General Laws Chapter 149, Section 105D).

A parental leave of absence shall be up to sixty (60) school days, commencing at the time of the child's birth/adoption or at the start of the next school year for a summer birth/adoption. Holidays are counted as part of this leave, but school vacations and summer months are not counted in computing the 60 days of leave. Any leave taken under this section will run concurrently with leave taken under Family and Medical Leave Act (FMLA) or the Massachusetts Parental Leave Act. The leave will be unpaid. A member may use their accrued sick leave in lieu of unpaid time for such leave. Under no circumstances will paid leave using sick accruals be permitted during the summer vacation period.

In their first three years of employment with the Quincy Public Schools and while they do not have Professional Teacher Status, after a member has exhausted their own sick leave accrual, a member may borrow up to ten (10) days of sick leave in the first occurrence and up to five (5) days in the second occurrence against future sick leave accruals for a total of up to fifteen (15) borrowed sick days in the first three years of employment. Any borrowed days will be deducted from the member's accrual in the next contract year at a rate of two days per year if ten or less days are borrowed and up to three days per year if 11 or more days are borrowed until such borrowed sick leave is repaid.

During the unpaid portion of parental leave, the School Committee will maintain the member's existing health insurance, dental insurance, and other benefits. The member will continue to be responsible for the member's percentage of the health insurance and other insurance premiums.

If a member wishes to extend parental leave beyond twelve weeks, the member must notify the Superintendent two weeks prior to the previously stated intention to return. Such extended leave will be according to Article XIV Section 4.

16. Exhibit B: Salary

All Unit members shall receive a base pay increase according to the following schedule:

August, 31, 2022: 3%

August 31, 2023: Following annual step progression, eliminate Level 4.0 and move all employees currently at Level 4.0 to Level 4.5 at their same step after annual step progression. Add \$650 to each step of Level 6.5 and increase all steps and levels by 3%.

August 31, 2024: 3%

17. Exhibit D: Schedule of Differentials and Stipends

Adjust all stipends by the same percentage as base pay increase annually.

Maintain the "hourly rate" in Category III at \$40.05 per hour until ratification when it will be increased by 3%.

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3/21/2023

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