

**MEMORANDUM OF AGREEMENT
BETWEEN
THE QUINCY EDUCATION ASSOCIATION UNIT C
AND THE
QUINCY SCHOOL COMMITTEE**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Quincy Education Association (hereinafter the “Association”) and the Quincy School Committee (hereinafter the “Committee”).

WHEREAS, the Union and the Committee entered into a collective bargaining agreement for the period September 1, 2022, through and including August 31, 2025;

WHEREAS, duly-authorized representatives of the Union and the Committee have met, pursuant to Massachusetts General laws, Chapter 150E, to negotiate a mutually acceptable successor collective bargaining agreement; and

WHEREAS, said representatives of the Committee and the Union have, subject to ratification by the membership of the Committee and the Union, agreed to a new successor agreement for the period September 1, 2025, through and including August 31, 2028. The parties agree to integrate the changes set forth herein into a single merged Collective Bargaining Agreement.

NOW, **THEREFORE**, in recognition of mutual promises and covenants, the Parties, subject to ratification, hereto agree as follows:

1. PRIOR AGREEMENT AND DURATION:

- a. The Collective Bargaining Agreement in effect for the period September 1, 2022 through and including August 31, 2025, shall be in full force and effect for the period September 1, 2025 through and including August 31, 2028, except as modified by this MEMORANDUM OF AGREEMENT.
- b. The changes set forth herein are effective September 1, 2025 unless otherwise specified.

2. HOUSEKEEPING UPDATE: Remove outdated references to language that has sunset, update references and numbering throughout.

3. WAGES. Exhibit B.

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

September 1, 2025: 3%

Effective September 1, 2025, create Level 6 $\frac{3}{4}$: Placement on the 6 $\frac{3}{4}$ Year Level requires a Master's Degree plus 60 Semester Hours.

September 1, 2026: 3%

September 1, 2027: 3%

4. **Article VI A General Conditions** amend as follows:

Members at the Elementary School level who are teaching Assistant Principals 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~~ early release day afternoons each month for preparation and planning and will not be required to attend other meetings on those afternoons. **In months which contain four Wednesdays, members at the Elementary level will be allowed two early release afternoons exclusively reserved for preparation and planning. In months which contain five Wednesdays, members at the Elementary level will be allowed three early release afternoons exclusively reserved for preparation and planning. Notice as to the specific Wednesdays designated exclusively for preparation and planning will be included in the Professional Development Calendar in accordance with Article VII. All educators grades preK-5 shall be scheduled for preparation and planning and professional development on the same Wednesday each month.** Members at the Elementary School level shall have guaranteed minimum preparation time of one hundred and fifth (150) minutes in a normal five-day week. Such preparation time shall be inclusive of the ~~first, third, and fifth~~ 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.

5. **Article VII: School Hours and Year** amend as follows:

Members who are elementary school assistant principals agree to be present for professional development purposes for one (1) hour and thirty (30) minutes on a specified afternoon each week on which classes will not be scheduled. Such purposes may include staff meetings on a building, grade, or subject matter basis, and other purposes, all as accepted and scheduled by the Superintendent, after consultation with the Association, as contributing to educational improvement of the Quincy School System. **Effective September 1, 2025, the Committee and the Association acknowledge the authority of principals to schedule a staff meeting once per month beyond the bounds of the foregoing language of this section, not exceeding sixty (60) minutes, to ensure that staff are able to meet during months when days regularly scheduled for principal led staff meeting are otherwise filled by other duties such as report card conferences, holidays, etc. Communication of these meetings will be consistent with the current distribution of the professional development calendar. Such meetings will not exceed two occasions during the school year; meetings will not be scheduled during months when there are already scheduled principal staff meetings.**

H. The Committee and the Association further agree that to aid in the implementation of innovative programs and to insure a commitment for quality education for all students, eight (8) afternoons per year, from 1:00 P.M. to 3:00 P.M., will be provided for secondary staff to attend workshops approved by the Superintendent, said workshops to 16 be held on the second Wednesday of each month commencing in October 1973; in those instances where a holiday falls on the second Wednesday, the workshop will be held on the third Wednesday of that month. Any other variation of this date must have the approval of the Superintendent of Schools after consultation with the President of the Association. **Effective September 1, 2025, the Committee and the Association acknowledge the authority of principals to schedule a staff meeting once per month beyond the bounds of the foregoing language of this section, not exceeding sixty (60) minutes, to ensure that staff are able to meet during months when days regularly scheduled for principal led staff meeting are otherwise filled by other duties such as report card conferences, holidays, etc. Communication of these meetings will be consistent with the current distribution of the professional development calendar. Such meetings will not exceed two occasions during the school year; meetings will not be scheduled during months when there are already scheduled principal staff meetings.**

6. **Article VII: School Hours and Year** amend section I as follows:

Effective September 1, 2025, 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) days, of which ~~one (1) day~~ **two (2) days**, the day **Thursday and Tuesday** before the opening of classes, ~~is~~ **are** provided for a general meeting **and/or Professional Development / Curriculum Development** 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 Thursday before classes will include one hundred fifty (150) minutes of scheduled time for a general meeting and/or Professional Development / Curriculum Development and the remainder of that Thursday provided for all members to set up their classrooms/workspaces. The Tuesday before classes will include a general meeting, Professional Development/Curriculum Development, and a minimum of one hundred twenty (120) minutes for educators to set up their classrooms/workspaces.** 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~~ **183rd** 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~~ **preparations** administering ~~fit for activity exams~~ for student athletics.

7. **Article VII: School Hours and Year** amend final paragraph as follows:

Members may be required to attend one (1) evening meeting per school year for the purpose of parent/**guardian** conferences / meetings. Effective September 1, 2003, one (1) additional evening meeting per school year shall be added for the purpose of open house. Effective September 1, 2004, one (1) additional evening meeting per school year shall be added for the purpose of an additional parent/**guardian** conference. Such meetings shall be scheduled at least one month in advance, shall be of a maximum of two (2) hours duration and members shall receive compensatory time during the second or fourth release Wednesday afternoon during the month.

8. **Article VIII:** amend Article 8 as follows:

The Committee and the Association agree that all new school construction should include the following facilities and that, where practicable without substantial expenditure, they should be provided in existing school structures, namely:

1. a separate workroom in each building with adequate equipment and supplies to aid in the preparation of instructional materials.
2. an appropriately furnished room to be reserved for the use of members as a faculty lounge. ~~A pay telephone may be installed in each room.~~
3. a system whereby members can effectively and expeditiously communicate with the principal's office from their classrooms.
4. **The district will conduct a communications assessment and identify mitigation strategies for areas lacking working communication systems. This assessment will be conducted no later than November 1, 2025.**

The Committee and the Association agree that all schools shall include, ~~within two (2) years from September 1, 1971,~~ space in each classroom in which members may safely store instructional materials and supplies **in a locking space such as a cabinet or a desk.**

9. **Article IX:** amend Article 9 paragraphs 2 through 5 as follows, maintain other existing language:

To the extent that such payments are permitted by law, the Committee shall pay or reimburse members for, the tuition and fees incurred by said members for courses required, authorized or approved as provided above or for expenses of attendance at conferences or of undertaking other means of professional improvement so required, authorized or approved, provided, however, that no payment or reimbursement shall be made in respect of any course taken for the purpose of advancement in salary pursuant to any requirement or provision of the salary schedule incorporated herein.

To the extent that such payments are permitted by law, the Committee shall pay or reimburse members at the ~~sixth~~ **five and one-half (5 ½) step six (6) level or higher** on the pay scale, tuition and fees incurred by said members for courses authorized or approved and that the Committee shall cause to appear in its

budget the sum of ~~twenty~~ **fifty** thousand dollars (~~\$20,000~~ **\$50,000**) for funding said payments, for members and members of the administrative bargaining unit.

Accordingly, the Committee and the Association agree to choose a Course Approval Committee, consisting of five (5) members, two (2) of whom shall be chosen by the Association, one (1) from the Secondary level, and three (3) to be chosen by the Committee.

The purpose of said Committee will be the determination of full payment by the School Committee for courses requested by school personnel on the ~~sixth~~ **five and one-half (5 ½) step six (6)** level.

The courses referred to must speak to enrichment of subject material areas that are being taught by the member seeking authorization; and courses in the area of learning theory and behavioral objectives that would be determined relevant by the Course Approval Committee.

When other forms of payment, such as vouchers, are available for courses requested of a specific institution, said voucher will supersede payment by the School Committee.

~~When courses are requested at a State College or University and the applicant is a Veteran, the School Committee will waive payment of said course.~~

10. **Article X: Sick Leave** add new paragraph 6 as follows:

At the principal's discretion, sick leave usage may be scheduled in full or partial day increments of not less than one half of the contractual day. For medical related appointments, twenty-four hours' notice must be given to the administration.

11. **Article X: Sick Leave** add new language to Article X as follows:

Assistant Principals are eligible for annual sick leave buy back pay according to the following terms and increments:

- Assistant Principals who use zero sick day accruals are eligible to give back up to five sick days in exchange for \$1,200, four sick days for \$800, three sick days for \$560, or two sick days for \$400.

- Assistant Principals who use one sick day accrual are eligible to give back four sick days in exchange for \$800, three sick days in exchange for \$560, or two sick days for \$400.
- Assistant Principals who use two sick day accruals are eligible to give back three sick days in exchange for \$560, or two sick days for \$400.
- Assistant Principals who use three sick day accruals are eligible to give back two sick days for \$400.

Eligible assistant principals can make their selection option known by filling out an electronic Buy Back form with the Payroll office by the last day of school.

12. **Article X: Sick Leave: Extended Sick Leave Plan** amend Section: Extended Sick Leave Plan as follows:

Not later than May 1, 2026 a sick bank shall be established for QEA Unit A and C bargaining unit members. Recognizing the complexity of extended sick leave programs, and a mutual desire to thoughtfully determine the administrative guidelines for a QEA sick bank, the Committee and the Association agree to form a Joint Labor-Management Committee (“JLMC”) to meet during the summer of 2025 and throughout the 2025-2026 school year. This JLMC will study sick bank models from similar municipalities and mutually determine an administrative structure to be implemented on May 1, 2026.

13. **Article XI Section A: Temporary Leave of Absence, Bereavement Leave** amend Section A as follows:

Bereavement Leave

Each member shall be allowed up to five (5) days of leave with pay during the school year each time there is a death of his/her mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, or member of his/her immediate household. Any of the five (5) days in excess of three (3) will be charged to sick leave.

~~Effective September 1, 2016~~— Bereavement Leave shall be administered as follows:

- A. Each member shall be allowed up to five (5) days of leave with pay during the school year each time there is a death of his/her mother, father, sister,

brother, child, spouse, mother-in-law, ~~or~~ father-in-law, or pregnancy loss. Any of the five (5) days in excess of three (3) will be charged to sick leave.

- B. Each member shall be allowed up to **two (2) days** ~~day~~ of leave with pay during the school year each time there is a death of a grandparent, grandparent-in-law or a grandchild, **aunt, or uncle**.
- C. An absence of up to one (1) scheduled work day with pay may be authorized by the Superintendent to permit a member to attend services of family members other than the "immediate" family members listed in subsections A and B above.
- D. If lengthy travel is required to attend services for family members listed in sections B and C above, an additional day of paid bereavement leave may be granted at the discretion of the Superintendent.
- E. If there are extenuating circumstances necessitating additional bereavement leave, the Superintendent may grant additional paid bereavement leave.

18. **Article XII: Personal Leave** amend as follows:

Except in emergency situations which are authorized by the Superintendent or his designee, no personal leave shall be allowed **two (2) days** ~~three (3) days~~ before or **two (2) days** ~~three (3) days~~ after a vacation period. A member shall specify his/her reason for taking personal leave if it is sought for the day before or the day after a holiday occurring on a school day. The granting of leave on any such day shall be at the discretion of the Superintendent or administrator designated by him/her.

At the end of each contract year, up to two of each member's unused personal days shall be converted into available sick days.

Upon one (1) week's written application to the Superintendent by a member, the Superintendent shall grant a one day leave of absence with pay to observe religious holy days where the tenets of the member's religion obligate abstention from work or where the formal religious observance of the day necessarily conflicts with the school day. **The written application process, which will be communicated to all staff, is as follows: not less than one week prior to the requested date of leave, the member shall email the Superintendent, the**

Director of Human Resources, and the building principal, indicating the date for requested leave. Each member shall be allowed two (2) additional days of leave with pay for this purpose, such leave shall be charged to either sick leave or personal leave at the member's discretion. Each member shall also be allowed two (2) additional days of leave with pay, minus a substitute's pay, and additional days of leave without pay if required for the observance of such days. The Superintendent may grant members leaves of absence with pay for the purpose of attending educational conventions, professional meetings, training institutes, and other activities which have a demonstrable relationship to the improvement of professional skills and expertise. Upon appointment by the Superintendent, Research Assistants who report directly to the Superintendent shall be granted temporary leaves of absence; and further during the period of said temporary leave of absence shall be excluded as members of the bargaining unit. Upon return from such leave, such member shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent and will return as a member of the bargaining unit. Upon request of the Association, the President shall be granted released time for Association business for up to twenty (20) school days without pay provided that the past practice of released time ceases.

19. **Article XIII: Parental Leave** amend 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. A member shall receive their full contractual pay and shall not have the time/days, up to a maximum of ten (10) days, deducted from existing contractual leave benefits. The remaining up to fifty (50) days of such leave will be unpaid. On September 1, 2027, a member shall receive their full contractual pay and shall not have the time/days, up to a maximum of fifteen (15) days, deducted from existing contractual leave benefits. The remaining up to forty-five (45) days of such leave will be unpaid. 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 XV, Extended Leave of Absence Without Pay, Section 4.

20. **Article XVIII: Worker's Compensation Benefits**

In recognition of the complexity of issues relating to health and safety, including Worker's Compensation law, the Committee and the Association agree to form a Joint Labor-Management Committee ("JLMC"). The objective of the JLMC is a recommendation for the Committee to consider regarding personal injury benefits, reporting obligations and safety protocols, including the areas of environmental and climate control, building safety and security, and physical, emotional or mental harm or

harassment towards a member of the Association. This JLMC, composed of 3 representatives of the QEA and 3 members of the Committee, will meet throughout the summer on at least three occasions. All recommendations shall be subject to ratification by the QEA and the School Committee.

1. The Committee will reimburse an educator for:

- a. The replacement cost of any medical devices including but not limited to hearing aids and corrective lenses damaged or destroyed in the course of one's work duties; and**
- b. any clothing or other personal property damaged or destroyed in the course of one's work duties; and**
- c. 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 one's work duties**

Any replacement costs in subsections 1a, 1b, and 1c are subject to prior approval by the Superintendent or his or her designee. Any such claim outside of medical billing must be submitted within 30 days of the incident that caused the loss and must be submitted within the same fiscal year of the loss. Documentation of the purchase must be provided to receive a reimbursement. The Committee will consider depreciation when determining replacement costs. Such replacement costs are not to exceed \$500 for non-medical items for any member in any school year.

21. **Article XXI: Promotions** amend 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~~ **announcement through a district-wide email notice.** 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 ~~fifteen (15)~~ **seven (7)** 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.

22. **Article XXV.4:** amend Article 25 Section 4 as follows:

In the initial employment of a member under the Basic Salary Schedule, credit may be allowed for teaching experience up to and not exceeding eight (8) years. **For educators employed with a DESE Career and Technical Education license, credit may be allowed for professional experience in addition to or in place of teaching experience.** One-half, or greater fraction of a year of teaching **or professional experience** is counted as one (1) year. If a half or greater fraction of a year of teaching **or professional experience** should be presented in addition to the first such fraction, the two shall be combined, with the fraction of a year beyond the full number of years having to be one-half or more to be counted. This will apply to teaching **or professional** experience outside of Quincy and to permanent substitute teaching in Quincy. However, the Committee, on the recommendation of the Superintendent shall be free in the placement of new teachers upon the schedule.

23. **Article XXV.8 Administration of Salary Schedules** amend paragraph 1 of Section 7 of Article XXV as follows:

Adjustments under Paragraph Seven of this Article apply to members at all step levels including those at salary maximums excepting those on the six (6) year level. Members receiving the maximum salary at the four (4) year or five (5) year level cannot receive more than half the regular differential beyond the regular maximums for their respective level until they have obtained fifteen (15) additional semester hours of credit and meet with the requirements for the next level. That is, no individual can move to the six (6) year level until he/she has a Master's Degree and sixty (60) semester hours credit beyond the Bachelor's Degree, thirty (30) of which may have been earned in obtaining the Master's Degree. ***Effective August 31, 2015, an individual may move to the 6 ½ year level after he/she has a Master's Degree plus 45 Semester Hours. Effective September 1, 2025, an individual may move to the 6 3/4 year level after they have a Master's Degree plus 60 Semester Hours.***

24. **Article XXXI:** amend Article 33 Longevity Plan A as follows:

In recognition of years of service to the Quincy Public Schools, members shall receive compensation in addition to that specified in Exhibit B as follows:

Longevity Plan A

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

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

- ~~1. After 15 years of service \$650~~
- ~~2. After 20 years of service \$1000~~
- ~~3. After 25 years of service \$1200~~

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

1. After 12 years of service ~~\$500~~ **\$700**
2. After 15 years of service ~~\$800~~ **\$1,050**
3. After 20 years of service ~~\$1200~~ **\$1,700**
4. After 25 years of service ~~\$1500~~ **\$2,250**

Said annual compensation shall be paid in a lump-sum payment in the first paycheck in December.

Eligibility for longevity payment shall be based upon a member's years of service as of September 10th of the work year of payment.

26. **Article XXXIII.A:** amend Article 33 Section A as follows:

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 2025-2026 | \$615 |
| School Year 2026-2027 | \$450 <u>\$640</u> |
| School Year 2027-2028 | \$450 <u>\$665</u> |

27. **Exhibit H:** review educator evaluation rubrics, add educator evaluation language and rubrics (as potentially modified) as new Exhibit H.

It is understood by the parties that this **MEMORANDUM OF AGREEMENT** may not be used in any forum in an effort to demonstrate the existence of a practice or precedent or to lend interpretation to any provision of this Agreement of the Collective Bargaining

Agreement between the Committee and the Union, now or in the future. No grievance(s) will be filed, due to, or as result of this agreement.

IN WITNESS WHEREOF, the duly-authorized representatives of the Union and the Committee have executed this MEMORANDUM OF AGREEMENT on this ____ day of _____, 20__.

For The Quincy Educational Association

For The Quincy School Committee
