

MEMORANDUM OF AGREEMENT

between

MONOMOY REGIONAL SCHOOL COMMITTEE

and

THE MONOMOY REGIONAL EDUCATION ASSOCIATION

(Unit A)

2021 – 2024

WHEREAS, the Collective Bargaining Agreement (the "Agreement") between the Monomoy Regional School Committee (the "Committee") and the Monomoy Regional Education Association (the "Association") is set to expire on June 30, 2021;

WHEREAS, the Committee and the Association have negotiated a successor agreement;

NOW, THEREFORE, the Committee and the Association agree that the former Collective Bargaining Agreement shall remain in full force and effect, except as modified herein, as follows:

1. **Article 1 - Recognition.** The parties agree to add "Physical Therapist" to the list of employees included in the bargaining unit.

2. **Article 5 – Salaries and Payments.** The parties agree to amend Article 5 by inserting a new heading "PLC/Professional Development Mileage Reimbursement" that reads as follows:

Itemized mileage reimbursements for intra-district travel related to PLC meetings and in-district professional development must be submitted no later than June 1 on a form provided by the District. The District will issue a single check to each employee for all such mileage reimbursements on or before the last day of the school year.

3. **Article 7 – Work Day, Work Year, Working Conditions.** The parties agree to:

(a) Amend the third paragraph under the "Work Year" heading as follows:

MRHS Director of Guidance – 14 days
MRHS School Counselors – ~~10~~ 11 days
MRMS School Counselors – 14 days
~~HES & CES School Counselors – 5 days~~

(b) Amend Article 7 by inserting a new paragraph after the paragraphs related to school counselors that reads as follows:

Team chairs may be required to work up to five (5) days after the last day of the school year for students to finalize IEPs and related work.

(c) Revise the existing paragraph the follows the new paragraph above in 3(b) as follows:

The additional days shall be mutually scheduled between the school counselor **or team chair, respectively**, and their supervisor.

(d) Revise paragraph F (under the Work Day heading) to read:

Kindergarten classes will be assigned one halftime aide. Kindergarten classes of 18 or more students, based on enrollment as of October 1st, will be assigned one fulltime aide. In the event the District seeks to implement a multi-grade program in grades K-4, the District will give the Association notice and an opportunity to bargain over the impact of any such change prior to implementation.

4. **Article 8 - Teacher Employment, Assignments and Evaluation.** The parties agree to amend Article 8 by

(a) Revising paragraph A to read:

The Committee will not discriminate against any teacher on the basis of age, ancestry, race, creed, color, religion, nationality, sex, marital status, sexual orientation, gender identity, disability, or membership or participation in, or association with the activities of any teachers' organization, or any other basis protected by applicable law.

(b) Revising paragraph B to read:

The Association will admit persons to membership without discrimination on the basis of age, ancestry, race, creed, color, religion, nationality, sex, or marital status, sexual orientation, gender identity, disability, or any other basis protected by applicable law, and to represent equally all teachers without regard to membership or participation in, or association with the activities of any teachers' organization.

5. **Article 9 – Paid Leaves of Absence.** The parties agree to amend Article 9 by:

(a) Revising paragraph 2(A) to read:

Teachers may take up to two (2) days of compensated personal leave per year. Such personal leave shall be taken only for urgent personal business that cannot be conducted on non-school hours. Employees shall be entitled to carry over one

(1) unused personal day to the next school year. Any additional days remaining at the end of the school year shall be converted to accumulated sick leave.

(b) Revising paragraph 4(D) to read:

A six-person Sick Leave Bank Committee consisting of three teachers appointed to the Bank Committee by the Association, one administrator (exclusive of the Superintendent), one secretary or assistant appointed by the Association, and the Superintendent of School shall administer the bank. If a tie in voting occurs relative to the use of the Sick Leave Bank, the decision shall be in favor of the 1 applicant. Decisions of the Sick Leave Bank Committee are final and binding and not subject to grievance or arbitration.

(c) Inserting a new paragraph 5 that reads:

An employee called for jury duty, or as a subpoenaed witness, will be placed on a leave with pay and shall submit to the employer the stipend paid to him/her for the jury duty or as a subpoenaed witness, excluding any travel reimbursement.

6. **Article 14 – Payroll Deduction and Agency Fee.** The parties agree to amend Article 14 by:

- (a) Deleting “and Agency Fee” from the title.
- (b) Replacing “17C” with “17A” in paragraph A.
- (c) Deleting the first two paragraphs of paragraph B.

7. **Article 17 – Health Insurance.** The parties agree to amend Article 17 by:

(a) Revising Section 1 to read:

The District's contribution to the health, vision and dental plans shall be seventy (70) percent and the employee shall pay thirty (30) percent effective July 1, 2013. ~~Any unit member who chooses to take the Master Health Plus Plan offered through the Cape Cod Municipal Health Group (CCMHG) shall pay fifty (50) percent of the premium and the District shall pay fifty (50) percent.~~ Prior to that date, unit members who had been employed in Chatham will pay the percentage rates that have been in effect in Chatham, while unit members who had been employed in Harwich, as well as members hired after July 1, 2012, will pay the percentage rates that had been in effect in Harwich.

(b) Revising Section 2 to read:

Effective on January 1, 2013, upon retirement from the Monomoy Regional School District, a bargaining unit member may, at his/her option, be included in

the health, vision and dental plans of the District. The District shall pay seventy (70) percent and the unit member shall pay thirty (30) percent. ~~Any retiree who chooses to take the Master Health Plus Plan offered through the Cape Cod Municipal Health Group (CCMHG) shall pay fifty (50) percent of the premium and the District shall pay fifty (50) percent.~~

(c) Revising Sections 4 and 5 by replacing “For the 2020 and 2021 plan year only” with “For the duration of the 2021-2024 contract only.”

8. **Evaluation Process Review Committee.** The parties agree that:

There shall be an Evaluation Process Review Committee, to be Co-Chaired by the Director of Curriculum, Instruction and Assessment and a member of the bargaining unit. The purpose of the Committee will be to identify ways in which the evaluation process can be improved and streamlined to better focus on goal setting, feedback and growth. The Committee will be comprised of not more than twelve (12) individuals who will be selected by agreement of the Director of Curriculum, Instruction and Assessment and the Association President. At least six (6) members of the Committee will be members of the bargaining unit. The Committee shall use a collaborative, consensus-based decision-making process. The Committee shall have the ability, on behalf of the District and Association through their respective representatives, to agree to changes in the process, subject to ratification by the School Committee and bargaining unit. The goal of the Committee will be to complete its work prior to the beginning of the 2021-2022 school year. Once it has completed this work, the Committee will be dissolved.

Bargaining unit members who serve on the Committee will be compensated at the curriculum hourly rate for their work on the Committee.

9. **Appendix A.** The parties agree to amend Appendix A to provide for the following base wage increases:

Effective July 1, 2021	1%
Effective July 1, 2022	2.5%
Effective July 1, 2023	2.75%

10. **Appendix D.** The parties agree that the reference to “CES Team Leaders (one for each grade level k-4)” and “HES Team Leaders (one for each grade level k-4)” shall be deleted and a new stipend for “CES/HES Grade Level Instructional Leaders (one for grade level k-4)” added. Similarly, references to “CES SPED”, “CES Unified Arts,” “HES SPED” and “HES Unified Arts” shall be deleted and new stipends for “CES/HES SPED” and “CES/HES Unified Arts” added. The stipend for all Instructional Leader positions shall be increased by \$717. This results in the stipend for all Instructional Leader positions, except the MRMS NEED Coordinator, being increased to \$5,071 and the MRMS NEED Coordinator being increased to \$1,842, effective July 1, 2021.

11. **Stipend Review Committee.** The parties agree that there shall be a Stipend Review Committee comprised of up to four (4) representatives of the District and four (4)

representatives of the Association, which shall review the current stipend structure. The Stipend Review Committee may make a recommendation to the parties for changes in the stipend structure, but no changes will be implemented without the agreement of the School Committee and the Association.

12. **Housekeeping.** The parties agree to:

(a) Incorporate the following MOAs, MOUs and settlements as appropriate:

- May 2019 HESMOA
- NEASCMOAs
- March 2020 MRMS MOA
- September 2019 Internship Coordinator
- Add to the Mentor Stipend along with a description clarifying that it is paid bi-annually

(b) Change/update all pronouns to be gender neutral.

(c) Change all incidences of "SPED" to "Special Education"

(d) Add the "Unified Sports Coach" to Category A of **Appendix B – Monomoy Athletic Coaches Salary Schedule.**

13. **Article 18, Duration.** The parties agree to update the contract to reflect the term of July 1, 2021 through June 30, 2024.


This Agreement shall be subject to ratification by the bargaining unit and the School Committee.

This Agreement has been duly executed by the authorized representatives of the Monomoy Regional School Committee and the Monomoy Regional Education Association, subject to the conditions herein.

MONOMOY REGIONAL SCHOOL
COMMITTEE

MONOMOY REGIONAL EDUCATION
ASSOCIATION

By: 

By: 

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Date: 6/17/21

Date: _____