

**Memorandum of Agreement
between the
Barnstable Teachers Association
Licensed Employee Unit
and the
Barnstable School Committee**

This agreement is between the Barnstable Teachers Association, Licensed Employee Unit (Association) and the Barnstable School Committee (Committee). This Agreement is subject to ratification by both parties.

All changes are effective September 1, 2021, unless otherwise stated. Changes effective prior to ratification will be implemented retroactive to September 1, 2021

- I. Article 38: Duration: Except where otherwise provided, the provisions of this Agreement will be effective as of September 1, ~~2017~~ 2021 and will continue and remain in full force and effect through August 31, ~~2024~~ 2024, and shall be automatically renewed from year to year unless by October 1, ~~2019~~ 2023 or by November 20 in any succeeding year either party notified the other in writing of its desire to terminate this agreement.

On cover: Effective September 1, ~~2017~~ 2021

- II. Modify Appendix A as follows
 - 2% COLA adjustment for 2021-22 school year
 - 2.75% COLA adjustment for 2022-23 school year
 - 3% COLA adjustment for 2023-24 school year
- III. Modify Appendix B and C in lockstep with increases and effective dates in Appendix A.
- IV. Add Art Department Head K-7 in Appendix C, in line with Wellness K-7
- V. Provide 3 Barnstable in-service credits for all BTA members who worked the entire 2020-2021 school year in recognition of the unprecedented working conditions and the constant professional development that was necessary for educating during a global pandemic.
- VI. Article 24 Sick Leave F. A sick day buy-back plan is established as follows:

An employee who retires or dies with at least 10 years of service in Barnstable will be paid for each accumulated sick day in accordance with the following table.

<i>Years of Service</i>	<i>Accumulated Sick Days Payment</i>	
At least 20 years	At least 180 days	\$30 per day
15-20 years	At least 180 <u>170</u> days	\$25 per day
14 years	At least 160 days	\$25 per day

13 years	At least 150 days	\$25 per day
12 years	At least 145 days	\$25 per day
11 years	At least 135 days	\$25 per day
10 years	At least 125 days	\$25 per day

VII. Article 19: Temporary Leaves of Absence A, 1. Up to three (3) days for such matters of religious, legal business, household, family or other personal matters which require absence during school hours. Application for personal leave will be made at least ~~twenty-four (24)~~ forty-eight (48) hours before taking such leave (except in case of emergencies). * The reason for the personal day must be stated if the day to be used is the day before or the day after a holiday or school vacation. The approval of the Superintendent is required for days immediately before or immediately after a holiday or school vacation. Personal days are not to be used in pursuit of outside occupations.

*needs to be changed on the Personal Days/Temporary Leaves Form, the last page of the CBA

VIII. Article 6: Teaching Hours and Teaching Load, A. The length of the employee workday at all levels shall be seven hours and will begin five minutes before the beginning of the school day for students at each building.

Paragraph B, add: Employees whose status is less than a 1.0 FTE, and are not normally scheduled to work on a monthly building meeting day, do not have to attend said meetings. Employees whose status is less than 1.0 FTE are required to attend up to three additional afternoon/evening meetings, even if said meetings do not fall on their scheduled work day. Less than 1.0 FTE employees will attend full-day PD sessions, even if not on their scheduled work day; but will be paid their per diem rate, if the district would like them to attend a half-day PD session that is outside of their schedule.

Paragraph N. The parties recognize the importance of keeping parents informed of student progress as an aid in the total development of the student. Employees in grade 6-12 shall ~~provide up to four (4) mid-term reports for all students~~ maintain their gradebook electronically by updating grades monthly on the District's designated application software. In the event that employees are required to generate those reports electronically (on applications software such as Aspen X2 Gradebook) ~~t~~The following conditions must be met prior to implementation:

1. Appropriate training for incumbent and newly hired employees will be provided by the employer during the school day (with coverage provided), and shall reoccur with any changes made in regards to software or hardware, including upgrades.

2. Reasonable consideration will be given to this process should there be technology failures that impact the timeliness of these reports.

3. Technology needs to be readily accessible to all employees having to generate such reports so that individual employee choices may be made between generating mid-term reports and report cards in school or elsewhere.

4. Online ~~exporting reporting~~ of grades shall ~~occur align with the school's schedule~~ for ~~the four~~ mid-term reports as well as for ~~the four~~ report cards, ~~but any additional reporting of grades will be done at the individual employee's professional discretion.~~

~~5. Employees may volunteer to use technology offered by the Barnstable Public Schools to assist in home/school communication in other ways but are not required to do so. Any mandatory additional use of electronic reporting technology applications such as Aspen X2 Gradebook is subject to negotiations.~~

6. If the administration determines that students or parents should receive paper copies of reports generated by employees electronically, the administration will be responsible for providing those paper copies.

7. The parties will appoint a joint committee composed of equal representatives of each party to monitor implementation of this section and advances in technology relevant to home/school communication. The joint committee will meet as needed and may recommend changes to this section to the parties as it deems appropriate.

IX. Article 11 Agency Fee and Dues Deduction

Delete Section A

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Add: In accordance with M.G.L. Ch. 66 § 10B, the Employer shall provide a list of all bargaining unit members to the Association by November 15th and May 15th of each year. The list shall include each unit member's name, job title/assignment, work site location, home address, work telephone number, home and personal cellular telephone number, work email address and personal email address. The Employer shall not disclose to third parties the date of birth, home address, personal email address, home telephone number, or cellular telephone number of any employee, or member of the employee's family, as well as bargaining units and groupings of employees and emails or other communications between employee organizations and their members as the information is not a "public record" and are prohibited from disclosure.

In accordance with M.G.L. Ch 150E Section 5A. The Employer shall provide the Association access to members of the bargaining unit. This shall include, but not be limited to, the right to meet with newly hired employees, without the charge to pay or leave time of the employees, for a minimum of thirty (30) minutes, not later than ten (10) calendar days after the date of hire, during new employee orientations or, if the employer does not conduct a new employee orientation, at individual group meetings scheduled by the Association. The Employer shall notify the Association by email of hiring decisions

no later than ten (10) calendar days after the date a prospective employee accepts an offer of employment, and shall provide the Association, in spreadsheet form, the new employee's contact information which includes the employee's name, job title/assignment, worksite location, home address, work telephone numbers, home and personal cellular telephone numbers, date of hire, work email address and personal email address.

- X. Article 14: Employee Performance Standards, C. No complaints by individuals such as parents, employees or students, whether made in writing or made orally, may be used to the detriment of the employee unless brought to the attention of the employee at the time it was made or within ~~one (1) week~~ ten (10) days thereafter and the identity of the complainant, if known, shall be made known to the employee unless otherwise restricted by court order or if the safety of the complaining witness is at risk by such disclosure. In such cases where information must be restricted, a redacted version of events will be provided to the employee. If the district determines the employee will be placed on paid administrative leave, the district will make every effort to expedite the investigative process.

E. (Retain all language prior to the last sentence.) This just cause provision does not apply to coaching positions, ~~department heads~~, or extracurricular activity advisors.

- XI. Article 30: Protection, A: The Committee will seek to ensure the safety of employees during their working hours. Employees will immediately report to ~~the Superintendent~~ their building principal, immediate supervisor, or Human Resources, in writing, all cases of abusive conduct, assault, and/or torts suffered by them in connection with their employment. The principal, a designee, or immediate supervisor will promptly investigate each report and report any criminal conduct to law enforcement. In all cases, the Superintendent will be notified of each incident and investigation.
- XII. Include all language from the one-year MOA ratified December 2020 by the BTA and January 2021 by the School Committee. And update Personal Day/Temporary Leave Form accordingly.
- XIII. Include all language from the Article 6 MOA for BHS Schedule Change as ratified by both parties in June 2021.
- XIV. Include the Lead Hospitality Teacher MOA

The Association and the Committee hereto duly execute this Agreement by respective signatures of their authorized representatives, contingent upon ratification by both parties, on this the _____ day of _____, 2022.

For the Committee

For the Association

Mike Judge, Chairperson

Brooke Styche, BTA President

