

**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, 2020 unless otherwise stated. Changes effective prior to ratification shall be implemented retroactive to September 1, 2020.

- I. Remove each of the joint committees added during prior negotiations
  - Article 4(6)
  - Article 6(F)
  - Appendix B
  - Appendix C
  
- II. Modify Article 3(F) Level Four (Arbitration) as follows:
  - In the event that the grievance shall not have been satisfactorily resolved at Level Three, or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the Association may refer in writing within ten (10) school days of the disposition under Level Three, the unsettled grievance to arbitration, provided, however, that only grievances that involve the interpretation, meaning or application of this Agreement shall be subject to arbitration. The Arbitrator shall be selected by ~~agreement between the parties. If the parties are unable to agree upon an arbitrator within ten (10) school days of the receipt by the School Committee of the Association's intention to proceed to arbitration, the selection shall be made~~ by the American Arbitration Association, in accordance with its rules and regulations. The fees and expenses of the Arbitrator shall be shared equally by the parties.
  
- III. Modify Article 6 as follows:
  - Remove additional references to 7-hour work day in this Article.
  - Add a new fourth paragraph to Article 6(A) that reads as follows:
    - Employees will be alerted by phone call in instances of weather cancellations and delays. The notification will be made by no later than 6:00am. Employees will report to work with the same prorated schedule as students with delayed weather openings and leave work

after parent pick-up and all buses have left during early release due to weather.

Amend paragraph F, as follows:

F. With the implementation of a new high school schedule, grade level 8-12 employees (secondary teachers) shall be assigned 9 class sections over 2 years, alternating 4 class sections one year and 5 class sections the next or vice versa or 4.5 classes each year.

Teachers may volunteer in writing to his/her immediate supervisor to teach 5 class sections every year with the conditions for teaching 5 as outlined below.

Add a new paragraph (P) as follows:

P. The Association recognizes that Professional Learning Communities are administration-directed.

Add a new paragraph Q as follows:

Q. Co-teaching is the instructional arrangement in which two or more licensed teachers are assigned to act in a teaching capacity to deliver core instruction along with specialized instruction, as needed, to a group of students in a single space. Co-teaching partnerships require educators to make joint instructional decisions and share responsibility and accountability for all student learning.

When a co-teacher is absent, every effort will be made to provide additional resources to the co-teaching classroom. When principals assign co-teachers, they will ask for volunteers first. Every effort will be made to provide co-teaching teams with a schedule that aligns prep periods.

The parties will create a joint labor management committee to discuss co-teaching practices in the District.

IV. Add a new paragraph G to Article 16 as follows:

G. In instances of internal transfers of students between buildings and/or classrooms, the principal will make every effort to provide the impacted educator(s) with notice on the school day before the new student(s) appear/s in their class(es).

V. Modify Article 12(F)(7) as follows:

7. An employee who is pregnant may use available paid sick leave for a period not to exceed the period or periods of the employee's incapacity or twelve eight weeks, whichever is longer. As used in this

paragraph, "incapacity" means inability to work due to pregnancy or childbirth, treatment therefore, or recovery therefrom. It is understood by the parties that sick leave is included in the outside limit of leaves provided in this section.

VI. Modify Article 19(A)(5) as follows:

All employees shall be allowed a period of no more than five ( 5) consecutive ~~school business~~ days' leave without loss of pay or sick leave for purposes of bereavement each time there is a death in the immediate family of said employee. ~~Family is defined to include parents, stepparents, siblings, stepsiblings, spouse, children, parent in law, grandparents, grandchildren or anyone residing in the employee's household.~~ At the discretion of the Superintendent or his/her designee, an employee will be allowed additional leave for the purposes of bereavement such a leave for a death of a person not listed above.

VII. Add a new paragraph F to Article 22 as follows:

F. In the case of an involuntary move of the employee workspace, the district shall provide the employee with all necessary resources (i.e. boxes, tape) and an appropriate amount of contractual time, as determined by the principal, to pack/unpack. The employee will not be responsible for physically moving materials from one's workspace to the new assignment within the building or district.

VIII. Modify Article 24(C) as follows:

C. Sick Leave Bank- The sick leave bank presently in existence shall be continued. The bank shall be maintained at a minimum of one (1) day per bargaining unit member and a maximum of two (2) days, for utilization by employees whose own sick leave accumulation, both annual and accumulated, is exhausted through illness or accident and who require additional sick leave to make full recovery from an illness or accident.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days.

Upon completion of the thirty (30) day periods, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the School Committee to serve at their discretion and two (2) members shall be designated by the Association. If a tie in voting occurs, relative to the use of sick

leave bank days, the decision shall be in favor of the applicant. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining the eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave ~~and personal leave (which can be used for illness or injury)~~.
3. Length of service in the Barnstable School System.
4. Propriety of use of previous sick leave.

An applicant must submit to the sick leave bank committee a Certification of Health Care Provide for Employee's Serious Health Condition (U.S. Department of Labor Form WH-380-E as of July 1, 2009) from the applicant's health care provider.

If the sick leave bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each employee covered by this Agreement, provided the employee has accrued at least 60 sick days. Such additional days will be deducted from the employee's annual fifteen (15) days of sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

A calendar of Sick Bank Committee meetings will be published by September 15 each year.

By December 1, 2009, and September 30 of each succeeding year, the Committee will report to the Association the number of sick days in the sick leave bank as of the end of the preceding school year.

The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

IX. Modify Article 24(E) as follows:

Any employee with five or more years of service in Barnstable who has no absences during a marking term will be entitled to a \$100 per marking term attendance incentive (for a total of up to \$400 for the year). Each payment will be paid within 15 schools days of the end of the marking term to be paid within 30 days of the end of the school year. Neither an approved professional development day nor a day of jury duty for which an employee is summoned will constitute an absence for purpose of the attendance incentive plan.

- X. Modify Article 33(A) as follows:  
 Increase of \$400 across all longevity  
 A . Longevity payments under this section shall be paid in a separate, lump sum check with the second paycheck in November.
- |  |                                       |
|--|---------------------------------------|
|  | 2020-2021                             |
|  | <del>2017-2020</del>                  |
| From max. To 15 years of service in Barnstable | <del>\$1,950</del> <del>\$1,550</del> |
| After 15 years in Barnstable                   | <del>\$2,050</del> <del>\$1,650</del> |
| After 20 years in Barnstable                   | <del>\$2,150</del> <del>\$1,750</del> |
| After 25 years in Barnstable                   | <del>\$2,300</del> <del>\$1,900</del> |
| After 30 years in Barnstable                   | <del>\$2,500</del> <del>\$2,100</del> |
- XI. Modify Appendix A as follows:  
 1% COLA adjustment for the 2020-2021 school year  
 Add \$1000 to Step 11 of Master's+30, Master's+45, Master's+60/PHD
- XII. Modify Appendices B and C as follows:  
 Increase the stipends in Appendix B and C in lockstep with the increases and effective dates in A.
- XIII. Modify the term of the contract as follows:  
 A one-year term - September 1, 2020 through August 31, 2021

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 \_\_\_\_\_, 2021.

For the Committee

For the Association

\_\_\_\_\_  
 Mike Judge, Chairperson

\_\_\_\_\_  
 Brooke Styche, President