

# **AGREEMENT BETWEEN**

**THE MONOMOY REGIONAL  
SCHOOL COMMITTEE**

**AND THE**

**MONOMOY REGIONAL  
EDUCATION ASSOCIATION  
UNIT A**

**2021 – 2024**

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## **Article 1 – Recognition**

For purposes of collective bargaining on matters pertaining to wages, hours and conditions of employment, the School Committee recognizes the Monomoy Regional Education Association as the exclusive bargaining agent and representative of all full-time and part-time professional staff who are employed by the Monomoy Regional School District in positions requiring a license by the Department of Elementary and Secondary Education or a license by the Commonwealth of Massachusetts Division of Professional Licensure but excluding the following: all administrators; all supervisors, by whatever title they are known, who are the primary evaluators for members of this bargaining unit; all per diem substitute teachers and substitute nurses; and all other employees of the Monomoy Regional School District. The only terms of the eventual collective bargaining agreement that will apply to coaches and advisors of extracurricular activities will be the wage scales that appear in appendices to the agreement.

## **Article 2 – Negotiation Procedure**

- A. Not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association, over a successor Agreement. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations at the expense of the party utilizing such services or representatives.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Association and the Committee acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Association and the Committee therefore, voluntarily and without qualifications, waive any rights each may have had in this respect and agree that each party shall not be obligated to bargain collectively with regard to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not covered or referred to in this Agreement, whether or not within the knowledge of the parties at the time they negotiated or signed this Agreement.

### **Article 3 – Committee and Superintendent Prerogatives**

The Committee is a public body established under and with powers provided by statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the Committee by statute or any rule or regulation or any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement the Committee retains all of the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made subject of a grievance proceeding hereunder.

Subject only to the express provisions of this Agreement, the right and responsibility to operate, manage and control the public schools and educational activities and the right to direct and control the work of the employees and the use of its properties and facilities are vested exclusively in the Committee and/or Superintendent. These rights whether exercised or not, include without being limited to, all the rights and powers given to the Committee and/or Superintendent by law, the right to select, employ, test, train, assign, transfer, promote and direct the work of the teachers and to periodically evaluate and determine their qualifications; to organize the supervisory and teaching staff and to establish, change and discontinue their duties including the right to introduce, change and discontinue improved and experimental methods, facilities, operations, processes, services and techniques; to discipline, suspend or dismiss teachers in the manner provided by law; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to establish and change any form of employee benefits in excess of or in addition to those provided in this Agreement; to establish modify and enforce policies and regulations regarding studies, curriculum, conduct, library and reference facilities, textbooks, discipline, schedules and safety regulations; to control, direct and change facilities and services for the use or benefit of the employees and all other rights pertaining to the operation and management of the schools and the establishment and change of conditions of employment not specifically given in this Agreement to the Association or to the teachers provided, however, that none of the rights shall be exercised by the Committee or Superintendent contrary to any express provision of this Agreement. The failure by the Committee and/or Superintendent to exercise any of the rights as provided in this paragraph shall not be construed as a waiver of these rights. The exercise by the Committee and/or Superintendent of any of the rights as provided in this paragraph shall not be subject to the grievance procedure or to arbitration as provided in Article III.

The parties are agreed that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties. No change or modifications of this Agreement shall be binding on either the Association or the Committee unless reduced to writing as executed by the respective duly authorized representative. Nothing that occurred prior to July 1, 2012 will be regarded as a past practice that will bind the Committee or the District unless it is included in this agreement.

## **Article 4 - Grievance Procedure**

### *Section 1*

#### *Definition of a grievance*

“The term ‘grievance’ shall include only those claims or disputes which allege a specific and direct violation of the express language of a specific provision of this Agreement. The purpose of the grievance procedure is to produce prompt and equitable solutions in an atmosphere of informality and confidentiality. Persons covered by this Agreement as well as the Association shall have the right to present a grievance.”

### *Section 2*

Grievances shall be presented in writing by the aggrieved party within fifteen (15) school days of the event or events giving rise to the grievance, or within fifteen (15) school days from the date the aggrieved party had knowledge or reasonably should have had knowledge of the event or the events giving rise to the grievance. For purposes of this Article, the term “school days” shall be defined as those days when school is actually in session. During the summer months the term “school days” will mean “business days”.

A grievance shall be deemed waived if not presented in writing within the time limits specified in Section 2 or Section 3 of this Article unless such time limits are extended by mutual agreement.

An employee with a grievance shall with or without a representative of the Association present it in writing to his immediate supervisor and/or the principal within fifteen (15) school days of the event on which the grievance is based. The grievance at any level will be in writing and signed and shall set forth the precise date, time and place of the grievance and shall set forth the facts giving rise to the grievance and the section of this Agreement that is believed to be violated. In the event that a grievance affects a group or class of employees, the group or class of employees may request the Association to submit the grievance on their behalf commencing at Level One.

The Association may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

### *Section 3*

**Level One:** The aggrieved employee, with or without the Association representative, shall present the written grievance to the building principal or their designee provided the designee is not from Unit A, within the fifteen (15) school days referred to in Section 2 for purposes of discussion.

**Level Two:** If the grievance is not disposed of at Level One to the employee’s satisfaction, or if no decision has been rendered at Level One, within ten (10) school days following presentation of the grievance to the building principal or their designee, the grievance shall be presented to the Superintendent of Schools or their designee within five (5) school days of the Level One answer or the date on which said answer is due. Where a grievance is not the responsibility of the building principal, it may be initiated at Level Two with the Superintendent.

Level Three: If the grievance is not satisfactorily disposed of by the Superintendent or their designee, or if no written decision has been rendered within ten (10) school days following presentation of the grievance to the Superintendent or their designee, the grievance shall be presented to the Committee within five (5) school days of the Level two answer or the date on which said answer is due.

A grievance that pertains to the discipline, dismissal, assignment or evaluation of a teacher cannot be processed to the School Committee at Level Three. If the Association desires to appeal to the Superintendent's decision on a grievance pertaining to such matters, the grievance may be pursued to arbitration from Level Two.

The Committee will meet with the Association within ten (10) school days following receipt of the written grievance.

#### Level Four: Arbitration

If at the end of fifteen (15) school days following the meeting with the Committee the grievance has not been disposed of to the satisfaction of the Association, the Association may submit the grievance to arbitration. Submission shall be to the American Arbitration Association, with a copy to the Superintendent. Such submission must be postmarked no later than twenty (20) school days following the date of the meeting with the Committee. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and the cost shall be shared equally by the Committee and the Association.

#### *Section 4*

The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and they shall not have any authority to establish salaries or other forms of compensation. The arbitrator shall not have any authority to change the established salary schedule or other forms of compensation as provided in this Agreement, to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator shall have no authority to make any decisions or award retroactive beyond the date on which the grievance was first filed at Level One.

#### *Section 5*

The arbitrator shall issue their written decision consistent with AAA rules to the Committee, and to the Association within thirty (30) days after the final submission. The decision shall be final and binding upon all parties.

#### *Section 6*

The costs for the services of the arbitrator shall be borne equally by the Committee and the Association. Each party shall pay its own expenses for the presentation of its case to the arbitrator.

#### *Section 7*

By mutual consent of the parties involved in the grievance procedure, the time schedule may be shortened or lengthened.

### *Section 8*

All documents, communications and records dealing with the processing of a grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about said employee.

No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department for any employee involved in presenting such grievance.

### **Article 5 - Salaries and Payments**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.
- B. The annual salary shall begin with the first day of a normal school year. A normal school year shall begin no earlier than the Wednesday prior to Labor Day and shall not include that Friday before Labor Day and shall end no later than June 30.
- C. A teacher's annual salary will be divided into twenty-six equal payments. With adequate written notice by August 1<sup>st</sup> a teacher may elect to receive the summer payments at the end of the following June or will otherwise receive them biweekly over the summer. So long as the School Department is able to identify at least one bank that will provide free checking, all teachers will receive salary payments via direct deposit.
- D. Annual increments shall become effective with the first payment period of each contract year unless otherwise stated in Appendix A. They are approved annually on the basis of continued service. For purposes of this paragraph, the phrase "annual increment" shall include the step increases and/or increases resulting from revised salary schedules. The exception to this will be that if a teacher is placed on an "Improvement Plan" as defined in DESE regulations, that teacher will not receive an annual increment, as defined above, during the period of time that s/he is on the Plan. Once the teacher is no longer on the "Improvement Plan", s/he will be placed on the salary scale s/he would have been had the "Improvement Plan" never occurred, but s/he will receive no retroactive payments.
- E. Movement from one salary column to another will become effective either at the start of the contract year or at the salary mid-point of the year. In order to advance at the start of the contract year, an employee must notify the Superintendent in writing prior to June 15 that they are likely to be advancing at the start of the new contract year, and they must submit transcripts (when available) or grade reports or supporting documentation of all completed course work relative to this advancement on or prior to August 31. In order to advance at the salary mid-point, an employee must notify the Superintendent in writing prior to September 15 that they are likely to be advancing at the salary mid-point, and they must submit transcripts (when available) or grade reports or supporting documentation of all completed course work relative to this advancement on or prior to January 15.

F. Newly hired teachers may, by agreement between the teacher and Superintendent, be placed on a salary step lower than the one which would normally correspond to that teacher's training and experience. After the teacher's fourth full year of service, the teacher shall be placed on the salary scale commensurate with their training and experience.

G. Stipends

1. The salary schedule for Extra Curricular Activities Stipends shall be Appendix C. Stipends for activities that run for one semester or less will be paid as part of regular salary at the conclusion of the activity. Stipends for activities that run for a full year will be paid one half at the end of the first semester, and one half at the end of the year, as part of regular salary.
2. The salary schedule for Athletic stipends shall be Appendix B. These stipends shall be paid as part of the regular salary upon completion of the particular season and the completion of all related responsibilities as determined by the Athletic Director.

H. PLC/Professional Development Mileage Reimbursement

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.

**Retirement Benefits**

- A. Upon the death, resignation, or retirement (i.e., under the MTRS) of teachers who have been in the system (Chatham, Harwich or Monomoy) at least fifteen (15) years, payment shall be made to the teacher (or the teacher's estate) of twenty-five percent (25%) of accumulated sick leave at the rates set out below.
- B. If a teacher retires at the end of the school year, under criteria otherwise consistent with paragraph A above, they will receive one hundred and fifty dollars (150.00) per day. If a teacher retires before the end of the school year, under criteria otherwise consistent with paragraph A above, they will receive one hundred dollars (100.00) per day.

**Article 6 - Professional Development and Course Reimbursement**

1. Teachers shall be reimbursed for tuition, fees and required materials related to courses of at least two (2) credits, which are satisfactorily completed with a grade of B or better (minimum grade of 80), approved in advance by the superintendent. Such reimbursement shall be up to a total of fifteen hundred dollars (1,500) annually. "Annually" is defined as meaning the period July 1 to June 30, although teachers new to the system shall not



receive reimbursement for courses taken prior to the school year in which they began their employment.

2. To receive credit and reimbursement for such courses, professional employees must promptly submit an official transcript, including the grade received in the course, and a copy of the receipted bill for the cost of the course. Payment will be made to the employee within thirty (30) calendar days following submission of the transcript.
3. Separate from the course reimbursements spoken of in paragraphs one and two, the school departments will provide the amount of 15,000 annually for employee costs associated with workshops or other professional development pursuits approved by the Superintendent. Approval shall not be unreasonably withheld.
4. It is intended by the Parties that input by the professional staff relating to district-sponsored professional development shall be seriously considered. In order to help plan for the upcoming school year, a survey shall be sent to staff prior to the end of the school year. Every effort will be made to administer the survey prior to March 15<sup>th</sup> so as to allow sufficient time to plan the upcoming professional development.
5. A Professional Development Committee comprised of the Superintendent, Director of Curriculum, Instruction and Assessment, Business Manager, a minimum of two administrators, and a minimum of six (6) teachers designated annually by the Association will be established to act as the vehicle for the development and coordination of professional development activities, the creation of the annual professional development survey, and for the development of a plan for the allocation of financial resources budgeted for system-wide staff development.  
PDPs shall be issued to all participating employees for all in-service activities and school-sponsored professional development. PDPs shall be credited to employees within ten (10) school days of the activity.
6. To be eligible for a reimbursement, a teacher must submit to the Principal in writing an explanation of the workshop or other PDP professional pursuit that the teacher proposes to take, a written explanation of where and when the workshop or other PDP professional pursuit activity will be taken, how the workshop or other PDP professional pursuit aligns with the teacher's Individual Professional Development Improvement Plan (IPDIP) and any other relevant information that the Principal may request. In addition, the teacher will submit a statement of all expenses (including tuition costs, activity fees, and other expenses). Such information will be provided to the Principal as far as possible in advance of the commencement of the workshop or other PDP professional pursuit. The decision as to whether or not to grant a reimbursement, as well as the decision as to the size of the reimbursement, is subject to the complete discretion of the Principal. The Principal shall notify the individual of their decision in regard to the requested reimbursement prior to the commencement of the workshop or other PDP professional pursuit unless the lateness of the teacher's request and/or presentation of supporting information makes this impractical. The workshop or other PDP professional pursuit reimbursement which has been approved by the Principal shall be made to the teacher

after evidence of successful completion of the workshop or other PDP professional pursuit has been presented and reviewed. It is expressly understood that decisions made by the Principal are not subject to the grievance and/or arbitration sections of this contract. An appeal of the Principal's decision, however, may be made by bargaining unit members providing regular education instruction, to the Director of Curriculum, Assessment and Instruction, or for bargaining unit members providing special education instruction, to the Director of Special Education.

7. Licensed employees shall continue to file graduate credits, which are to be applied to salary columns beyond Bachelor's degree in their personnel folders. Such credits shall be from institutions accredited by: New England Association of Colleges and Secondary Schools; Middle States Association of Colleges and Secondary Schools; Southern Association of Colleges and Secondary Schools; North Central Association of Colleges and Secondary Schools;; Northwest Association of Accredited Schools; Northwest Commission on Colleges and Universities, Western Association of Colleges and Secondary Schools. Distant learning may be included with approval of Administration. Credits to count toward a specific salary column (e.g. M+30) must be earned subsequent to attainment of the immediately prior salary column.
8. The Superintendent shall evaluate applications for course reimbursement or salary schedule advancement. Requests for approval are to be made in advance in duplicate on forms provided for this purpose. An exception may be made by the Superintendent in a case in which enrollment in the previously approved course has been closed. In such cases, application for alternative courses shall be filed with the Superintendent within seven (7) days after the applicant receives notification that the previously approved course has been closed. All applications for course reimbursement and salary schedule advancement shall be submitted to the Principal of the building with a final approval by the Superintendent. In order for a Doctoral degree to be credited for purposes of salary schedule advancement, the degree and the accumulated credits must be approved in advance, by the Superintendent.

The decision of the Superintendent shall be final.

## **Article 7 - Work Day, Work Year, Working Conditions**

### **Work Year**

The work year of employees covered by this Agreement (other than new personnel who may be required to attend additional orientations sessions) will begin no earlier than the Wednesday before Labor Day and end no later than June 30. The Friday before the Labor Day weekend shall be a non-work day for all employees. The number of days in the work year shall be 180 days of instruction and three professional development days scheduled as stated herein:

- 180 days of instruction;
- One (1) day prior to the start of the instructional year with one-half of that day set aside for elementary teachers to prepare their classrooms and administrative time for other levels;
- Two (2) full days of professional development, one of which days may, at the discretion of the Committee, be scheduled as an additional day prior to the start of the instructional year (for a total of two (2) work days prior to the start of the instructional year).

School nurses may be required to work up to three (3) days prior to the start of the work year, to be compensated at the individual nurse's per diem rate. The specific dates of any such additional days shall be mutually scheduled on an annual basis by the building principal and the nurse.

School Counselors at each of the schools shall work additional days beyond the 183 days required per the contract. The additional number of days shall be as follows:

MRHS Director of Guidance - 14 days  
 MRHS School Counselors - 11 days  
 MRMS School Counselors - 14 days

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.

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

Some schools have evening events scheduled throughout the school year. Attendance at one of these events shall count as one half (1/2) of an additional day.

The additional days shall be paid at the individual employee's per diem rate.

## **Work Day**

- A. The starting and dismissal times for students shall be established by the School Committee. Any change in the length of the school day shall be negotiated with the Association before any such change is initiated.

The workday of teachers shall not exceed six (6) hours and fifty-five (55) minutes at the middle school, high school and at the elementary school, worked consecutively. The Teacher work day shall not begin before 7:30 a.m. or after 8:45 a.m.

- B. Teachers are expected to be present 10 minutes before the beginning of the school day. Grades PreK-12 are expected to remain 15 minutes in the afternoon to perform necessary professional tasks, including dismissal duties, extra help, make-up work, evaluation of students, attend faculty meetings, engage in PLC meetings, and to meet with parents, unless excused by the principal. Teachers shall remain an additional seventy-five (75) aggregate minutes per week (before or after the school day) to be distributed throughout the five (5) day work week for the purposes of performing the aforementioned professional tasks.
- C. Teachers are expected to attend after-school meetings called by their supervisor or building principal. A good faith effort will be made to restrict such meetings to a maximum of one hour.

Under normal circumstances, meetings called shall not exceed ten (10) meetings per year in the aggregate. Except in unusual circumstances, there shall be no more than one (1) such building faculty meeting in any one (1) month.

Required after school meetings held under this article (with the exception of open house) will start no later than 15 minutes after the dismissal time for students, and the meetings themselves will extend for no more than 60 minutes each. The schedule of after school meetings will be distributed to teachers by September 15 of each school year. If changes in the schedule need to occur, as much notice as possible will be given to the teachers.

- D. All teachers will be guaranteed one (1) preparation period per day consisting of at least forty-five (45) consecutive minutes in grades PreK-4 and at least the complete length of one teaching block in grades 5-12. High School Teachers shall receive one (1) additional preparation period per seven day rotation cycle. No high school teacher will be required to teach more than the equivalent of five (5) academic courses per school year. The principal and teacher will meet at the beginning of each school year to agree on an equitable time allotment for independent study, including the number of students and minutes per day.

Every effort shall be made to ensure that English, History, Math and Science teachers in grades 8-12 are required to teach no more than three (3) academic teaching preparations at any one time. Every effort shall also be made to ensure that, within disciplines, teachers are assigned an equitable student load.

It is understood that preparation time is to be utilized for teaching-related tasks, and it is further understood that teachers who need to leave the building for teaching-related tasks shall sign out with destination noted and sign in upon return.

Teachers will engage in PLCs every other week for 90 minutes; at least 40 minutes of this PLC time is achieved by early dismissal of students. The time after students are dismissed on the early dismissal day shall be used for teacher collaboration in grade-level or grade-span meetings, subject-specific meetings, meetings regarding specific students, meetings designed to further the established goals of the individual teacher, department, school and/or system and, on a more limited basis, other collaboration related activities (i.e. contacting collaborators or summarizing the results of a grade level or subject area meeting.) Such collaboration shall be with other teachers including specialists, ELL teachers, special educators and others as needed. The Parties recognize that PLC time is district/administration directed. If the consensus of a PLC believes that the work assigned to it is unreasonable in volume, the building principal will meet and confer in good faith to resolve workload issues.

In addition to the PLC time stated above, elementary teachers shall receive one (1) collaborative learning time period per week and middle school teachers shall receive one (1) collaborative learning time period per cycle\*. Collaborative learning time periods are in addition to daily preparation periods and shall be used for teacher collaboration in grade-level meetings, subject-specific meetings, meetings regarding specific students, meetings designed to further the established goals of the individual teacher, department, or grade level, and, on a more limited basis, other collaboration activities related to curriculum, instruction and assessment. The Parties recognize that collaborative learning time is teacher/team directed.

*\*The parties acknowledge that it will not always be possible for all middle school unified arts teachers to be scheduled for this collaborative learning time during the same period, and that the collaborative learning time for elementary school unified arts teachers may be split into two periods occurring on different days, which in the aggregate are at least the length of the collaborative learning time period for other elementary school teachers.*

Elementary school schedules will include a morning and afternoon transition time for unified arts teachers.

- E. The Committee and the Association recognize that class size is an important factor in good education and will strive whenever possible to limit class size, subject to space availability and other educational considerations, as follows:

K-7	No more than 23 per class
Unified Arts K-12	No more than 30 per class (excluding band and chorus)
8-12	No more than 20 per class, with a 100-student load

- F. Kindergarten classes will be assigned one halftime aide. Kindergarten classes of 18 or more students, based on enrollment as of October 1<sup>st</sup>, 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.
- G. A teacher's basic workload shall include classroom teaching and all related activity which must be carried out to insure a quality educational experience for the students, but such duties not to include custodial and food service duties. Where a principal has made reasonable effort to obtain a qualified substitute for an absent teacher, teachers are expected to cover the absent teacher's classes at the request of the principal if efforts to find a qualified substitute fail.

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end.

- H. The building principal shall make a reasonable effort to assign non-teaching duties in an equitable fashion. When practicable, the principal, at his or her discretion, will provide high school teachers with relief from their assigned duties.

All teachers may be required to share equally in extra duty assignments not pertaining to their particular class. Such assignments will be made in an equitable fashion.

Elementary teachers will not be required to perform cafeteria duties.

- I. High School Guidance Counselors shall be paid on a per diem basis for work beyond the school day.
- J. Teacher participation in extracurricular activities will be strictly voluntary.

- K. Each teacher in grades PreK-12 will be afforded a daily duty-free lunch period of at least twenty-five (25) minutes, exclusive of passing time and supervision.
- L. In the elementary and middle schools where parent conferences are required in conjunction with report cards or in lieu of report cards, two one-half days of release time will be granted at times scheduled by the building principals.
- M. Part-time teachers shall have preparation time pro-rated accordingly.
- N. Elementary and middle school student services teachers will be afforded two (2) periods per calendar week of at least 45 consecutive minutes per period over and above their usual preparation periods for purposes of testing or evaluating students and/or conferencing with parents or students. High School student services teachers will be afforded one (1) period per calendar week of at least the complete length of one teaching block over and above their usual preparation periods for purposes of testing or evaluating students and/or conferencing with parents or students.
- O. The President of the Monomoy Regional Education Association will not be assigned any supervisory duties.

#### **Article 8 – Teacher Employment, Assignments and Evaluation**

- A. 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, membership or participation in, or association with the activities of any teachers' organization, or any other basis protected by applicable law.
- B. 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.
- C. Teachers will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grade and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than July 1. Such notification shall not preclude changes in the program for any teacher if such changes shall be deemed by the administration to be necessary. When such changes are made, the teacher affected shall be notified as soon as practicable.
- D. Whenever any vacancy in a professional position or extracurricular position is to be filled, it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in each school on the District website and by letters to

the president of the Association and Association building representatives as far in advance of the appointment as possible and in no case less than five (5) calendar days. . When a permanent vacancy occurs after the end of the school year or during the school year on or before December 31 whether by operation of resignation, retirement, termination, death, or otherwise, such vacancy will be filled by a teacher with all rights, benefits and obligations under the contract. It is understood that vacancies that occur within five (5) business days prior to the official start of the work year or during the school year will be posted as positions for the duration of that school year. The District may hire long-term substitutes to fill vacancies that occur after December 31 and prior to the end of the school year. In both situations the minimum requirement for the position, its duties and the rate of compensation will be clearly set forth. In filling such vacancies, full consideration will be given to qualified applicants already employed by the School Department. Upon request all current employees shall be granted an interview. Teachers wishing to transfer to a vacant position in a different building for the following school year shall be given consideration. Such requests will be considered before vacancies are filled through the normal hiring process. Similarly, teachers wishing to teach a different grade or subject for the following year, provided that they are licensed to teach it, may submit a written request to their building principal by March 15<sup>th</sup>. Nothing in this section shall be construed so as to infringe upon the Superintendent's prerogative to fill the vacancy with the applicant of their choice. Nothing in this agreement shall restrict the Superintendent from hiring outside the school system. However, consistent with state regulations, the District will seek to hire a licensed applicant or an unlicensed applicant whose qualifications make them eligible to get a license. If a person outside of Unit A is awarded the position, the Superintendent, if requested by the unit member, will meet with the member and explain the reasons for the selection.

- E. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. However, this does not preclude the Administration from taking action based upon something the administrator hears or observes themselves.
- F. Any complaints upon which action may be taken, regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher. Except in cases when it is necessary for the administrator to bring the complaint to the attention of another administrator in their chain of command for the purpose of clarification of policy, no member of the administration will discuss the complaint with any other person until the complaint has been brought to the attention of the teacher. The teacher will be given an opportunity to meet with the complainant to resolve such complaints before any administrative action is taken in reference to the teacher, except in emergency situations and except when the complainant is a student, in which case the principal, following a required discussion with the teacher, will determine whether the meeting should occur. In any case, the teacher will be notified at the earliest possible time.
- G. No material derogatory to a teacher's conduct, services, character, or personality will be placed in the personnel file unless the teacher has had an opportunity to review such



material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent and attached to the file copy.

Employees will have the right to inspect by appointment the contents of their personnel file and to make photocopies at the employee's personal expense.

- H. No teacher will be dismissed, suspended or reprimanded in writing without just cause. This clause does not apply to decisions not to renew a non-professional status teacher, nor does it apply to a decision to terminate a probationary teacher within their first ninety days of employment, nor does it apply to decisions not to employ or reemploy a teacher in any extracurricular, coaching, or hourly-compensated capacity.

## **Article 9 - Paid Leaves of Absence**

### **1. Sick Leave**

- A. Each teacher who works at least one day in the school year shall be credited with fifteen (15) days annual sick leave, plus such leave as they have accumulated since the date of employment in the Chatham School system or the Harwich School system. Sick leave may be accumulated from year to year up to a maximum of one hundred eighty (180) days. Sick leave may be used for personal illness, incapacity, or medical treatment required by such illness or incapacity. Up to fifteen (15) days per year of one's sick leave may be used for illness of an immediate family member, or a domestic partner, although no more than five (5) consecutive days may be used for this purpose at any one time unless additional days are approved by the Superintendent who may require medical documentation. The Superintendent may request that a teacher absent for seven (7) consecutive days or with repeated unexplained absences or a pattern of abuse provide a doctor's certification that illness, incapacity or medical treatment prevents the teacher from working and an estimate of the duration of disability. The Superintendent may also request a certificate of fitness to return as a condition of return to work.
- B. After accrued sick leave days have been exhausted, and unless the sick leave bank grants additional days, one (1) full day's pay shall be deducted for each school day for which the teacher is absent.
- C. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of their employment, they will be paid their full salary (less the amount of any worker's compensation award made for temporary disability because of said injury) for the period of such absence.
- D. Part-time teachers who work five (5) days per week will receive the same number of sick days and personal days per year as full time teachers. Part-time teachers

who work less than five (5) days per week will receive prorated sick days and personal days.

- E. A leave of absence without pay of up to one (1) year may be granted to teachers with professional teacher status whose personal illness extends beyond the period compensated by sick leave. Requests for such leave will be supported by appropriate medical evidence.

## **2. Personal Leave**

- A. 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. Written application for all personal leave will be made at least 24 hours before taking such leave except in cases of emergency.

## **3. Bereavement Leave**

Teachers will be entitled to bereavement leave of up to five (5) days at any one time in the event of a death of a teacher's spouse, child, parent, parent-in-law, daughter-in-law, son-in-law, sibling, grandparent or domestic partner. In addition, at the Superintendent's discretion, bereavement leave of up to five (5) days may be granted in the event of a death not included in the above categories. Additional days may be granted at the Superintendent's discretion. A teacher shall apply for bereavement leave as soon as possible.

## **4. Sick Leave Bank**

- A. Upon the effective date of this agreement, a Sick Leave Bank shall be established for use by staff members defined below who have exhausted their own sick leave. The Sick Leave Bank may be utilized for personal illness and illness of a family household member or domestic partner.

Staff Members who are eligible to participate in the bank are as follows:

- 1. All staff members covered by the recognition clause of this contract (exclusive of coaches and extracurricular advisors who are not otherwise employed by the school department).
  - 2. All members of Unit B and Unit C.
- B. All new staff members shall have one (1) of their annual sick days automatically deducted in their first year of employment. If the Sick Leave Bank falls below

500 days, it shall be automatically renewed by contributions of one (1) sick day from each of its members' accumulated sick leave. The one (1) sick day contribution shall be deducted on the first day of the new school year.

- C. The initial grant of sick leave by the Sick Leave Bank Committee, as established in Section 4, to an eligible employee shall not exceed thirty (30) days.

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

Any sick leave granted any individual under the provisions of this Article shall expire at the end of the applicable school year.

- D. 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 applicant. Decisions of the Sick Leave Bank Committee are final and binding and not subject to grievance or arbitration.

- E. The Sick Leave Bank Committee shall determine the eligibility for use of the plan and the amount of leave to be granted. The following criteria may be used by the Committee in administering the bank and determining the eligibility and amount of leave:

1. Adequate medical evidence of illness or incapacitation
2. Prior utilization of all eligible sick leave
3. Length of service in Chatham, Harwich and Monomoy systems
4. Propriety of use of previous sick leave.

- F. A written request for sick leave bank days shall be submitted to the Committee by an applicant or their designee. Such a request shall be accompanied by whatever medical evidence is required by the Committee to substantiate the request.

- 5. 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 them for the jury duty or as a subpoenaed witness, excluding any travel reimbursement.

## **Article 10 – Parental, FMLA, Child Care and Adoption Leave**

### **1. Parental Leave**

- A. A teacher who becomes pregnant or adopts a child will notify the Superintendent, in writing, as soon as possible, stating the anticipated date of departure and return. Such notification shall provide the administration with as much opportunity as possible to secure a replacement teacher and insure continuity of assignments.
- B. At the commencement of such leave, the teacher will advise the administration whether they will return the September immediately following the commencement of her leave, or the following September, after a school vacation or at the beginning of a school term.  
Exceptions to this are that teachers who are eligible for leave under the Massachusetts Parental Leave Act are able to return during or at the end of an eight (8) week leave period, and teachers who are eligible for and who have not yet exhausted their annual FMLA entitlement can return during or at the end of the twelve (12) week leave period.
- C. The teacher shall be entitled to take paid sick leave for the period of the parental leave during which they were physically disabled due to the pregnancy, childbirth and recovery therefrom.

### **2. Child Care**

- A. In the case of a birth or adoption of a child, any teacher shall have the right to apply for a leave, without pay, for child-caring purposes.
- B. In cases where both parents may be teachers in the school system, only one (1) of said persons shall be entitled to such leave at the same time.
- C. In the case of female teachers, the application for child-caring leave may be made to become effective immediately upon the termination of the parental leave.
- D. Child-caring leave may be granted for a period of up to the end of the school year in which the birth or adoption of the child occurs; but such leave may, at the discretion of the Superintendent, upon the request of the teacher, be extended for one (1) additional school year. Requests for extensions of such leave must be made at least three (3) months prior to the expiration of the first period thereof.
- E. Where the birth of a child is anticipated during the first month of a school year and child-caring leave is being requested, the child-caring leave must commence at the start of the school year.

- F. Where a child-caring leave is requested, a teacher taking such leave shall not be permitted to return to the school system following such leave, between April 1 and June 30.
- G. Applications for child-caring leave shall be filed at least three (3) months before the leave is desired or not later than one (1) month after the date of an adoption.
- H. Anything to the contrary notwithstanding, a child-caring leave granted to a teacher without professional teacher status need not be extended beyond the end of the contract school year in which the leave is obtained.
- I. Upon return from a child-caring leave, the teacher shall be placed on the next highest step on the salary schedule from that at the time of the leave-taking, provided, however, that during the school year in which the leave was taken the teacher shall have actually worked more than ninety (90) days in the school year of service. In the event that the teacher shall have served less than ninety (90) days in the school year of leave-taking, the teacher shall be placed on the same step at which the teacher left.
- J. The dates for the commencement and termination of child-caring leaves shall, in all cases, be subject to and based upon a finding and determination by the District that such leave will not substantially interfere with the administration of the school or with the education of the pupils.

It is recognized that no specific position can be held open during any leave, but in all instances, reasonable efforts will be made to assign the employee to the same position which the employee held at the time the leave commenced. If the position is not available, then reasonable efforts will be made to assign the teacher to a substantially equivalent position.

### **3. Paid Parental Leave**

Regardless of whether the teacher is otherwise entitled to a leave under the Massachusetts Parental Leave statute, or the Family Medical Leave Act (FMLA), a teacher whose spouse gives birth or who adopts a child shall be entitled to two (2) weeks of paid parental leave by using accumulated sick leave and the remainder of the leave will be unpaid; provided an employee may not obtain sick leave from the sick leave bank for the purpose of obtaining paid parental leave.

## **Article 11 - Other Leaves**

- 1. A leave of absence without pay may be granted to any teacher with professional teacher status for up to one (1) full term of the elected office (political or Association); but on return from such leave the teacher will be placed on the salary schedule at the level they would have achieved if they had not been absent.

2. A leave of absence without pay for up to two (2) years may be granted to any teacher with professional teacher status who joins the Peace Corps, Vista, serves as a foreign or domestic exchange teacher. A leave of absence of one year may be granted to a teachers who enrolls as a full-time student in an accredited college or university in a program which is related to their teaching. Upon return from such leave, the teacher will be considered as if they were actively employed by the Committee during the leave, and they had not been absent, subject to the recommendation of the Superintendent and approval of the School Committee. Such recommendation and approval shall not be subject to grievance and arbitration.
3. Military leave will be granted in accordance with applicable Federal or State law.
4. Extended Leaves of Absence - The Superintendent may grant a leave of absence without pay or increment to any teacher upon written request stating the reason for such absence. It is understood that such requests will be presented to the Superintendent as soon as possible, if the leave is to become effective at the start of the school year.
5. Unused accumulated sick leave will be restored to a teacher upon his return.
6. All requests for extensions or renewals of leaves will be applied for and granted in writing.
7. **Association Leave**

Subject to the advance approval by the Superintendent, up to fifteen (15) school days each year in the aggregate may be requested by officers or designees of the Association for purposes of attending regional or state Association conferences, activities etc. Adequate advance notice and an explanation of the request will be given to the Superintendent.

## **Article 12 - Sabbatical Leave**

- A. Purpose: The purpose of Sabbatical Leave Policy is:
  1. Recognition of professional excellence as a teacher, supervisor, director, or administrator.
  2. Encouragement of professional growth.
  3. Improvement of the Monomoy Regional Public School District.
- B. Upon recommendation of the Superintendent and at the discretion of the Committee, sabbatical leave for approved study and research, including travel and/or other professional activities considered to be in the interest of the school system, if applied for, may be granted by the Committee as follows:

- (1) After seven (7) years' service in the Monomoy Schools, a teacher may apply for the sabbatical leave with one-half (1/2) pay for a maximum of one (1) school year.
  - (2) After fourteen (14) years' service in the Monomoy schools, a teacher may apply for sabbatical leave with full pay for a maximum of one (1) school year.
- C. The granting of sabbatical leave shall be dependent on the teacher signing a contract to serve the school system for a period of two (2) years upon return from sabbatical leave. Upon return from such leave, the teacher will be considered as if they were actively employed by the Committee during the leave and they will be placed on the salary schedule at the level they would have achieved if they had not been absent. In default of completing such service, the employee will refund to the Committee an amount equal to such proportion of salary received by them while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. The employee may be released from such payment if their failure to serve the time as stipulated be due to their illness, disability, or death, or if they be discharged from their position by the Committee.
- D. Written request for sabbatical leave shall be submitted to the Committee for approval on forms provided by October 15<sup>th</sup>. Applications may not be made more than two (2) years in advance. An application may be made for only one (1) year and must be renewed in order to apply to another year.
- E. Each applicant for sabbatical leave will have an opportunity to present their case (request) before the Committee within forty-five (45) days after receipt of their written application. The Committee will make its decision, reserving the right to reject any leave request, within ninety (90) days after receipt of the application.
- F. In considering sabbatical leave, the Committee expects the candidate to show direct, identifiable benefit to the school district, to submit a definite schedule of activities - where and when - for the year. They are also asked to present evidence of the sabbatical plan, and to commit themselves to furnishing a mid-year report of their progress as the Committee may require. If possible, on returning to Monomoy District, a teacher shall be assigned to the position that was held prior to Sabbatical Leave, or to a substantially equivalent position.
- G. Where multiple applications are received the Committee's decision will be based on which sabbatical leave program will most benefit the school system, irrespective of whether the request is based on one-half (1/2) pay or full pay.
- H. In the event of the receipt of more than one application, the following factors will be taken into account in assigning Sabbatical Leave. These factors are not listed in order of importance.

1. Educational value of the proposed project to the Monomoy Regional School District.
  2. Length of service in the Monomoy Regional Public School District.
  3. Representation of areas of teaching in the system (i.e., elementary school, middle school, high school).
  4. Priority of application (date).
  5. Awarding of scholarships, fellowships, or grants.
  6. Participation in an approved program of advanced study.
  7. Available financial resources.
- I. Letters of recommendation from individuals familiar with the applicant and/or the program of study/project to be completed during the proposed sabbatical.
  - J. Decisions made by the Committee and/or by the Superintendent regarding the approval or disapproval of sabbaticals will not be subject to the grievance or arbitration procedure.

### **Article 13 – General**

- A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent in writing.
- B. This report will be forwarded to the Principal/Immediate Supervisor. The District will comply with any reasonable request from the teacher for any non-privileged information in its possession relating to the incident or the persons involved.
- C. If civil proceedings are brought against a teacher alleging that they committed an assault in connection with his employment, the Committee may furnish legal counsel to defend them in such proceeding if they request such assistance consistent with M.G.L. ch.258.
- D. If any provisions or clause of the Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of the Agreement which can be given effect without the invalid provision or application.
- E. Neither the Association nor any teacher or teachers, either individually or collectively, shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services of any teacher or teachers, either collectively or individually.



- F. Individuals who are required to travel between schools as part of their work shall be compensated, with appropriation, at the per mile rate currently approved by the IRS . Individuals who are required by the District to attend or requested to volunteer to attend out- of-district professional development activities, classes and/or courses, shall be compensated, with appropriate documentation, at the per mile rate currently approved by the IRS. This shall not apply to degree-related courses.
- G. A teacher who is resigning is to submit his notice of resignation to the School Committee at least forty-five (45) days prior to the effective date of resignation.
- H. The Association will have the right to use school buildings without cost and at reasonable times for meetings, subject to safety requirements and availability, and required to pay for any additional custodial costs involved by reason of said meetings. The principal of the building in question and the Superintendent will be advised, sufficiently in advance, of the time and place of all such meetings. Notification shall be by submission of Use of Building Form.
- I. Teachers shall be allowed to leave the building with the approval of the principal or principal's designee.
- J. Employees covered by this contract will not be required to drive pupils to activities which take place away from the school building, except in the Developmental Disability Program where they are required to drive the Special Education van. Employees covered by this contract may do so voluntarily, however, with the advance approval of the principal.
- K. The parties agree to meet and to negotiate over any impacts resulting from the opening and/or closing of schools.
- L. The President of the Monomoy Regional Education Association will not be assigned any supervisory duties.

#### **Article 14 – Payroll Deductions**

- A. Payroll deductions will be made from the salary of a teacher when said teacher authorizes the District in writing to make such deductions in accordance with the provisions of General Laws, Chapter 180, Section 17A.
- B. The Association agrees to indemnify and hold harmless the School committee for any action that the Committee or the Association takes pursuant to this article, and the Association will indemnify and hold harmless the Committee for any claims made against or legal actions taken against the committee or the Association by any employee(s).

## Article 15 – Reduction In Force

- A. The District retains the right to determine the number of teaching positions and other professional positions which are needed. Subject to this Article, the Committee also retains the right to determine the employees to be laid off and recalled.
- B. Insofar as possible, normal attrition will be used whereby teachers who retire or resign will not be replaced if there are fully qualified teachers available who are capable of filling such positions and who would otherwise be subject to layoff. Teachers not under regular contract or who are on temporary status (e.g. teachers filling in for teachers on leave of absence or long-term substitutes) will be laid off first, provided that there are fully qualified permanent teachers available who are capable of performing all the duties of the teachers to be laid off.
- C. A teacher with professional teacher status shall not be laid off if there is a teacher without professional teacher status whose position the teacher with professional teacher status is certified/licensed to fill. Layoff shall include both reduction from full-time to part-time status and termination of a teacher because of reduction in force. This entire Article refers to teachers with professional teacher status only.
- D. Certification/license for the position in which one is teaching is a prerequisite to having any seniority in the affected group containing that position.

A list specifying the seniority of each member of the bargaining unit shall be prepared by the District and forwarded to the Association President by November 1 of each school year.

Seniority is defined as the length of continuous service from date of regular full-time or part-time employment as a teacher in either the Chatham, Harwich or Monomoy School Systems. Authorized leaves of absence up to eight weeks and sabbatical leaves shall be considered time worked for the purposes of seniority. Authorized leaves of absence without pay of longer than 8 weeks shall be considered as continuous service but will not be considered as time worked for purposes of seniority. In cases involving identical seniority as herein defined, preference for retention or recall shall be given to the employee with the earlier date (and time, if necessary) of appointment by the District.

- E.
  - 1. In the event that the District determines that a position is to be eliminated or reduced from full-time to part-time status, the following procedure will be followed. All teachers teaching within areas of certification/license which include the position to be eliminated or reduced will be considered as belonging to the affected group.
  - 2. Each teacher's "area(s) of certification/license" is (are) determined by the terms of the teaching certificate/license issued by the Massachusetts Department of Education, Bureau of Certification, for that teacher.

3. In the event that layoffs of teachers are necessary within an affected group, job performance and the best interest of the students shall be determinative. A teacher's job performance and a student's best interest shall be defined as the teacher's last three summative overall evaluation ratings as compared to other teachers' last three summative overall evaluation ratings in the affected group to be reduced (no distinction shall be made between the overall evaluation ratings of "proficient" or "exemplary"). Ties in this determination shall be broken by seniority, with the least senior teacher in the affected group laid off first.
    - a. Teachers (1) whose last overall summative rating was Unsatisfactory and (2) have been on an Improvement Plan of at least ninety (90) school days that has not resulted in a change to the teacher's overall rating, shall be reduced before teachers in their affected group whose last overall summative rating was not Unsatisfactory.
    - b. If further layoffs are necessary within a particular affected group, teachers (1) whose last overall summative rating was Needs Improvement, and (2) have been on a Directed Growth Plan of at least ninety (90) school days that has not resulted in a change to the teacher's overall rating, shall be reduced before teachers in their affected group not rated Needs Improvement or Unsatisfactory.
  4. Prior to implementing a reduction in force, the Superintendent, or their designee, will meet with the affected employee and a union representative chosen by the affected employee to discuss how the decision was made.
- F.
1. A teacher identified under E (1) above shall have the right to take the position of another teacher in the system having less seniority provided:
    - a. The teacher has an equal, or better, last three summative overall evaluation ratings, as compared to the other teacher's last three summative overall evaluation ratings (no distinction shall be made between the overall evaluation ratings of "proficient" or "exemplary"); and,
    - b. The teacher identified under E (1) above is certified/licensed for the position held by the less senior teacher, and,
    - c. The teacher identified under E (1) above has taught at least one full year within an area of certification/license containing this position in either the Chatham, Harwich or Monomoy School Districts.
  2. In the event that the teacher identified under E (1) above has the right under F (1) to take the positions of more than one less senior teachers, then the teacher identified under F(1) above will take the position of the teacher having the least

seniority in the Monomoy Regional School System, and shall be given preference in the filling of such positions.

- G. Employees laid off under this Article shall be considered for recall in the inverse order of their lay off for a period of twenty-four months from the effective date of their layoff. Such employees shall be notified by the Superintendent concerning any open positions in the system for which they are certified/licensed. Failure to accept such offering within ten (10) days of such offering will result in the teacher forfeiting his recall rights. The Superintendent will make every reasonable effort to give priority on the substitute list to teachers on recall, providing such teachers indicate their desire to be placed on the substitute list.

Employees serving a recall period may continue group health and life insurance coverage as provided at their expense during such recall period if permitted by the insurance company.

Teachers recalled after layoff shall be placed on that step of the salary schedule which is one higher than the one on which they were at the time of layoff. The request of a teacher for a hearing under Chapter 71, Section 42, in the event of a layoff, if applicable under law, shall be an automatic waiver of their recall right. The request must be made of the Superintendent within ten (10) days of notification of intended layoff.

#### **Article 16 – Mentoring**

- A. There shall be a mentoring program for all teachers new to teaching during their first two years of employment and for experienced teachers new to the District during their first year of employment by the District.
- B. All potential new mentors will be trained in a district-provided or district-approved training program. Professional Development Points will be awarded for successful completion of approved mentor training.
- C. A teacher who has completed mentor training as defined in Section B and who wishes to serve as a mentor may apply to become a mentor and be placed on the mentor list by completing an application and indicating interest in the mentor program and the background and experience s/he would bring to the position. Two protégés at any one time will be the maximum for any mentor with full-time teaching responsibility.
- D. Each mentor will receive a stipend to mentor a person who is new to teaching. New to teaching is defined as two (2) or fewer years of teaching experience. This position shall be carried in Appendix D of the Collective Bargaining Agreement.
- E. Each mentor shall receive a stipend to mentor a person who is new to the District but who has more than three (3) years of teaching experience. This position shall be carried in Appendix D of the Collective Bargaining Agreement. At the Superintendent's discretion,

a mentor will be provided to a person who is new to the District but who has more than three (3) years of teaching experience.

- F. Mentors will be required to attend two (2) mentor program meetings per year. These meetings will be held after school hours and will be scheduled for no longer than one and one-half (1.5) hours. Mentors will receive three (3) Professional Development Points for attendance at these meetings.
- G. A Mentor Coordinator will be appointed by the Superintendent from the administrative staff to oversee the mentoring program in all schools. The Mentor Coordinator will coordinate all mentor/protégé training, meetings, professional development activities, and problem-solving, etc. for the mentor program.
- H. All mentors will receive one dedicated mentor professional day during the school year to participate in programs relevant to the mentoring role.
- I. All mentors will receive fifteen (15) Professional Development Points (PDPs) for their mentoring work during the school year subject to any maximum that the Department of Elementary and Secondary Education applies.
- J. For new teachers and their mentors, there will be release time once per month, with substitute coverage provided, to facilitate a required monthly observation. This time will be documented and the documentation will be submitted to the Mentor Coordinator at the end of the school year. Mentors of teachers new to the district but with more than three (3) years of teaching experience will not be required to schedule formal observations, but they may do so if the parties feel it would be helpful to the teacher new to the district.
- K. Mentors shall be matched as closely as possible with their protégés according to grade level and discipline by a team consisting of the Building Principal, the Mentor Coordinator, and a teacher representative from the building approved by the President of the Association or her/his designee.
- L. Retirees who have met the district mentor criteria may be asked to mentor in their discipline area. However, current employees will be given first consideration.
- M. Mentors will keep logs of their meetings times with their protégés on a form provided electronically or as hard copy by the Mentor Coordinator. Mentors of teachers with less than four (4) years of teaching experience are expected to meet with their protégés for a minimum of two (2) hours per month, including any monthly observations. Mentors of teachers with more than three (3) years of experience but new to the District are expected to meet with their protégés a minimum of one (1) hour per month. Logs shall be returned to the mentor Coordinator at the end of the school year either electronically or as hard copy. The journal of notes of observations or other professional conversations between mentor and protégé will be absolutely confidential to the mentor and protégé and, at the conclusion of said school year, will become the exclusive property of the protégé.

- N. Mentors and protégés will provide feedback to the Mentor Coordinator concerning their mentoring experiences.
- O. Mentors and protégés will be required to attend an orientation session to be held during the summer months for up to a half day.
- P. If the mentor and/or protégé deem the relationship incompatible and/or ineffective, the following steps will be implemented:
  - 1. The Mentor Coordinator will be notified;
  - 2. The mentor and the protégé will discuss the relationship with the Mentor Coordinator;
  - 3. If, after meeting with the Mentor Coordinator, it is still deemed to be an ineffective relationship, either party or both parties should request of the Superintendent in writing that s/he terminate the relationship;
  - 4. The mentor may be reassigned, and the protégé will be assigned another mentor.
- Q. The parties agree to establish a subcommittee made up of an equal number of representatives nominated by the Association and by the Superintendent, to develop and recommend language regarding an Induction Program for new teachers. Any recommendations are subject to negotiations and ratification of the parties.

#### **Article 17 - Health Insurance**

- 1. 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. 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.
- 2. Effective on January 1, 2013, upon retirement from the Monomoy Regional School District, a bargaining unit member may, at their 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.
- 3. Effective July 1, 2019, the District may offer high deductible plans with the corresponding health savings account as offered through the CCMHG. The District shall pay seventy percent (70%) and the employee shall pay thirty percent (30%) of the premium of the plan. The District shall contribute the health savings account (HSA) as required by the CCMHG plan.

4. The District will offer a one-time incentive, paid out only in the fiscal year for which the elected change is made, for employees who choose to voluntarily transfer from PPO plans to HMO or high deductible plans as follows:
- a. Transfer from BCBS PPO to any HMO - 2000 for employees on the family or single +1 option; 1000 for employees on the individual option.
  - b. Transfer from HPHC PPO to any HMO - 800 for employees on the family or single +1 option; 300 for employees on the individual option.
  - c. Transfer from BCBS PPO to HPHC PPO - 1400 for employees on the family or single +1 option; 700 for employees on the individual option. No incentive moving BCBS HMO to HPHC HMO.
  - d. Transfer from BCBS PPO to BCBS PPO high deductible plan - 1900 for employees on the family or single +1 option; 700 for employees on the individual option.
  - e. Transfer from BCBS HMO to BCBS HMO high deductible plan - 1500 for employees on the family or single +1 option; 500 for employees on the individual option.
  - f. Transfer from HPHC PPO to HPHC PPO high deductible plan - 2000 for employees on the family or single +1 option; 800 for employees on the individual option.
  - g. Transfer from HPHC HMO to HPHC HMO high deductible plan - 1900 for employees on the family or single +1 option; 700 for employees on the individual option.
  - h. Transfer from BCBS PPO to HPHC PPO high deductible plan - 3400 for employees on the family or single +1 option; 1600 for employees on the individual option.
  - i. Transfer from BCBS HMO to HPHC HMO high deductible plan - 2000 for employees on the family or single +1 option; 700 for employees on the individual option.
5. The District will offer a one-time incentive, paid out only in the fiscal year for which the elected change is made, for employees to transfer from a plan offered by the District through the CCMHG to a non-district, non-Town of Chatham or non-Town of Harwich plan 2800 for employees on a family or single+1 plan; 1100 for employees on the individual plan.

6. To help employees build Health Savings Accounts (HSA), the district will contribute 50% of the deductible to the employee's HSA (2000 family, 1000 individual) for duration of this contract. HSA contributions will be made within the first ten (10) business days of July.
7. Nothing herein is intended to prevent an employee from electing different plan in subsequent fiscal years, to include electing any of the PPO options, or to prevent an employee from electing a different plan due to a "qualifying event."
8. All incentive amounts will be prorated based on the portion of the plan year for which the employee has voluntarily elected to transfer to a different plan in accordance with the schedule above.

#### **Article 18 – Duration**

This Agreement shall become effective July 1, 2021 and shall expire on June 30, 2024. On or before October 1, 2023, either party may notify the other of its desire to negotiate a successor Agreement, whereupon negotiations shall commence within thirty (30) days.



## Appendix A - Compensation and Salary Schedules

Appendix A shall be updated to include salary schedules for each of the three contract years which are based on the wage increases outlined below.

Effective for the 2021-2022 school year – 1.0% increase to all salaries

Effective for the 2022-2023 school year – 2.5% increase to all salaries

Effective for the 2023-2024 school year – 2.75% increase to all salaries

### Longevity:

Bargaining unit members shall receive an annual lump-sum separate and apart from base pay to be made in two equal payments (mid-year and end-year), based upon the members' years of service in a member of the bargaining unit position as follows:

Upon completion of 16 and through 20 years of service:	800.00
Upon completion of 21 and through 25 years of service:	1,000.00
Upon completion of 26 and through 30 years of service:	1,200.00
Upon completion of more than Over 30 years of service:	1,600.00

### 2021-2022 (1.0%)

STEP	B	B+15	M	M+15	M+30	M+45	M+60	M+75/ DOC**
1	49,601	50,593	52,111	53,674	55,283	56,943	58,650	60,410
2	51,585	52,617	54,196	55,822	57,494	59,220	60,996	62,827
3	53,648	54,722	56,363	58,053	59,796	61,590	63,436	65,340
4	55,793	56,909	58,617	60,376	62,188	64,053	65,975	67,954
5	58,026	59,186	60,962	62,791	64,673	66,615	68,612	70,672
6	60,346	61,553	63,401	65,303	67,261	69,279	71,358	73,498
7	62,761	64,016	65,935	67,913	69,953	72,051	74,211	76,438
8	65,271	66,576	68,574	70,630	72,751	74,931	77,181	79,497
9	67,880	69,240	71,316	73,456	75,660	77,930	80,268	82,675
10	70,597	72,008	74,169	76,393	78,687	81,046	83,478	85,982
11	73,420	74,890	77,136	79,450	81,833	84,289	86,817	89,421
12	76,358	77,885	80,221	82,628	85,107	87,660	90,290	92,998
13	80,206	81,811	84,264	86,792	89,395	92,079	94,842	97,685
14	81,349	82,954	85,407	87,936	90,537	93,222	95,984	98,829
16*			87,122	89,651	92,252	94,936	97,699	100,543

**2022-2023 (2.5%)**

STEP	B	B+15	M	M+15	M+30	M+45	M+60	M+75/ DOC**
1	50,841	51,858	53,414	55,016	56,665	58,367	60,116	61,920
2	52,875	53,932	55,551	57,218	58,931	60,701	62,521	64,398
3	54,989	56,090	57,772	59,504	61,291	63,130	65,022	66,974
4	57,188	58,332	60,082	61,885	63,743	65,654	67,624	69,653
5	59,477	60,666	62,486	64,361	66,290	68,280	70,327	72,439
6	61,855	63,092	64,986	66,936	68,943	71,011	73,142	75,335
7	64,330	65,616	67,583	69,611	71,702	73,852	76,066	78,349
8	66,903	68,240	70,288	72,396	74,570	76,804	79,111	81,484
9	69,577	70,971	73,099	75,292	77,552	79,878	82,275	84,742
10	72,362	73,808	76,023	78,303	80,654	83,072	85,565	88,132
11	75,256	76,762	79,064	81,436	83,879	86,396	88,987	91,657
12	78,267	79,832	82,227	84,694	87,235	89,852	92,547	95,323
13	82,211	83,856	86,371	88,962	91,630	94,381	97,213	100,127
14	83,383	85,028	87,542	90,134	92,800	95,553	98,384	101,300
16*			89,300	91,892	94,558	97,309	100,141	103,057

**2023-2024 (2.75%)**

STEP	B	B+15	M	M+15	M+30	M+45	M+60	M+75/ DOC**
1	52,239	53,284	54,883	56,529	58,223	59,972	61,769	63,623
2	54,329	55,415	57,079	58,791	60,552	62,370	64,240	66,169
3	56,501	57,632	59,361	61,140	62,977	64,866	66,810	68,816
4	58,761	59,936	61,734	63,587	65,496	67,459	69,484	71,568
5	61,113	62,334	64,204	66,131	68,113	70,158	72,261	74,431
6	63,556	64,827	66,773	68,777	70,839	72,964	75,153	77,407
7	66,099	67,420	69,442	71,525	73,674	75,883	78,158	80,504
8	68,743	70,117	72,221	74,387	76,621	78,916	81,287	83,725
9	71,490	72,923	75,109	77,363	79,685	82,075	84,538	87,072
10	74,352	75,838	78,114	80,456	82,872	85,356	87,918	90,556
11	77,326	78,873	81,238	83,675	86,186	88,772	91,434	94,178
12	80,419	82,027	84,488	87,023	89,634	92,323	95,092	97,944
13	84,472	86,162	88,746	91,408	94,150	96,976	99,886	102,880
14	85,676	87,366	89,949	92,613	95,352	98,181	101,090	104,086
16*			91,756	94,419	97,158	99,985	102,895	105,891

*\*After 15 years of service in Chatham/Harwich/Monomoy*

*\*\*Attaining a Doctorate will not necessarily result in placement on this column. Refer to Article 6, Section 8.*

## Appendix B - Monomoy Athletic Coaches Salary Schedule

<b>Category A</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Boy's Varsity Soccer	4,668	4,882	5,090	5,597	6,097
Girl's Varsity Soccer	4,668	4,882	5,090	5,597	6,097
Varsity Field Hockey	4,668	4,882	5,090	5,597	6,097
Boys' Varsity Basketball	4,668	4,882	5,090	5,597	6,097
Girls' Varsity Basketball	4,668	4,882	5,090	5,597	6,097
Ice Hockey	4,668	4,882	5,090	5,597	6,097
Varsity Baseball	4,668	4,882	5,090	5,597	6,097
Varsity Softball	4,668	4,882	5,090	5,597	6,097
Boys' Track	4,668	4,882	5,090	5,597	6,097
Girls' Track	4,668	4,882	5,090	5,597	6,097
Boys' Golf	4,668	4,882	5,090	5,597	6,097
Girls' Golf	4,668	4,882	5,090	5,597	6,097
Boys' Tennis	4,668	4,882	5,090	5,597	6,097
Girl's Tennis	4,668	4,882	5,090	5,597	6,097
Cross Country	4,668	4,882	5,090	5,597	6,097
Sailing	4,668	4,882	5,090	5,597	6,097
Head Football Coach	4,668	4,882	5,090	5,597	6,097
Cheerleading (Fall)	4,668	4,882	5,090	5,597	6,097
Cheerleading (Winter)	4,668	4,882	5,090	5,597	6,097
Boys' Varsity Lacrosse	4,668	4,882	5,090	5,597	6,097
Girls' Varsity Lacrosse	4,668	4,882	5,090	5,597	6,097
Unified Sports Coach	4,668	4,882	5,090	5,597	6,097
<b>Category B</b> <i>(JV coaches and/or Freshmen coaches)</i>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Field Hockey	3,393	3,610	3,817	4,192	4,581
Girls' Soccer	3,393	3,610	3,817	4,192	4,581
Boys' Soccer	3,393	3,610	3,817	4,192	4,581
Boys' Basketball	3,393	3,610	3,817	4,192	4,581
Girls' Basketball	3,393	3,610	3,817	4,192	4,581
Softball	3,393	3,610	3,817	4,192	4,581
Baseball	3,393	3,610	3,817	4,192	4,581
Golf	3,393	3,610	3,817	4,192	4,581
Ice Hockey	3,393	3,610	3,817	4,192	4,581
Asst. Football Coach	3,393	3,610	3,817	4,192	4,581
Assistant Sailing Coach	3,393	3,610	3,817	4,192	4,581
Boys' Lacrosse	3,393	3,610	3,817	4,192	4,581
Girls' Lacrosse	3,393	3,610	3,817	4,192	4,581
Boys' Volleyball	3,393	3,610	3,817	4,192	4,581
Girls' Volleyball	3,393	3,610	3,817	4,192	4,581

<b>Category D</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Asst. Coach Boys' Basketball	1,695	1,912	2,118	2,347	2,552
Asst. Coach Girls' Basketball	1,695	1,912	2,118	2,347	2,552
Asst. Coach Track	1,695	1,912	2,118	2,347	2,552
Asst. Coach Ice Hockey	1,695	1,912	2,118	2,347	2,552
Asst. Coach Field Hockey	1,695	1,912	2,118	2,347	2,552
Asst. Coach Soccer	1,695	1,912	2,118	2,347	2,552
Asst. Coach Softball	1,695	1,912	2,118	2,347	2,552
Asst. Coach Baseball	1,695	1,912	2,118	2,347	2,552
Asst. Coach Golf	1,695	1,912	2,118	2,347	2,552
Asst Coach Boys' Volleyball	1,695	1,912	2,118	2,347	2,552
Asst Coach Girls' Volleyball	1,695	1,912	2,118	2,347	2,552
Asst. Boys' Varsity Lacrosse	1,695	1,912	2,118	2,347	2,552
Asst. Girls' Varsity Lacrosse	1,695	1,912	2,118	2,347	2,552

**Step 4: After 5 years coaching in sport**

**Step 5: After 10 years coaching in sport**

### **Monomoy Middle School**

<b>Category C</b>	<b>Step 1</b>	<b>Step 2</b>
Intra/Extra Mural Field Hockey	3,259	3,327
Intra/Extra Mural Soccer	3,259	3,327
Intra/Extra Mural Boys' Basketball	3,259	3,327
Intra/Extra Mural Girls' Basketball	3,259	3,327
Intra/Extra Mural Softball	3,259	3,327
Intra/Extra Mural Baseball	3,259	3,327
Intra/Extra Mural Track	3,259	3,327
Golf	3,259	3,327
Tennis	3,259	3,327
Lacrosse	3,259	3,327

Intramural per hour: 20.00

## Appendix C - Extracurricular Positions

### High School

House Manager	5,306
Yearbook Advisor	4,065.49
Bell Director	2,034.34
Literary Guild	2,034.34
Student Council	2,034.34
Fall Fitness Room Coordinator	1,220.39
Winter Fitness Room Coordinator	1,626.83
Spring Fitness Room Coordinator	1,220.39
Summer Fitness Room Coordinator	813.95
Animal Welfare Club	1,531.32
We The People -- State	937.05
Young Womens' Club	813.95
Young Mens' Club	813.95
Diversity Club	813.95
Debate/Model UN Club	813.95
Interact Supervisor	813.95
Chess Club	813.95
Art Club	813.95
GSA	813.95
French Club	813.95
Spanish Club	813.95
Media/Film Club Advisor	846.00
Fall Director/Producer	3,789.57
Fall Technical Director	1,694.75
Spring Director/Producer	5,693.38
Spring Music Director	3,533.82
Spring Technical Director	1,694.75
Newspaper Advisor	3,716.35
Band Director	3,176.20
Chorus Director	3,176.20
Senior Class Advisor (2) <sup>1</sup>	1,856.05
Junior Class Advisor (2) <sup>1</sup>	1,856.05
Sophomore Class Advisor (2) <sup>1</sup>	1,237.37
Freshman Class Advisor (2) <sup>1</sup>	1,237.37
Grade 8 Class Advisor (2) <sup>1</sup>	1,237.37

Mock Trial Advisor	3,716.35
Best Buddies Advisor	1,523.89
Spirit	1,184.31
National Honor Society	1,204.47
National Art Honor Society	1,204.47
After School Club/Activity	813.95
Peer Leadership (2)	1,204.47
Peer Mediation (2)	1,204.47
Peer Tutoring (2)	1,204.47
Saturday School Administrator	2,292.21
School Store Advisor	1,061.21
Science & Engineering Team	1,627.89
Chanel 22 Manager	15,918.00
MRHS NEASC Co-Chairs (2)	5,000.00/ea
MRHS NEASC Visiting Committee	700.00/ea
MRHS NEASC Two-year Reporter	1,000.00/ea
MRHS NEASC Special Reporter	500.00/ea

*<sup>1</sup>If one Class Advisor serves alone, the salary will be 150% of the specified stipend of the single Class Advisor.*

### **Middle School**

HUGS	1523.89
Drama Director/Producer	2122.42
Drama Technical Director	795.91
Musical Director/Producer	2653.02
Musical Music Director	2225.35
Musical Technical Director	795.91
Assistant Technical Director	500.00
Musical Costumer	500.00
After School Coordinator	2193.52
Yearbook	2128.78
Chorus Director	2653.02
Band Director	2653.02
National Junior Honor Society	813.95
Destination Imagination	813.95
Newspaper Advisor	1290.43

Student Association/ Student Council Advisor	1912.30
Peer Leadership	1061.21
School Store	1061.21
After School Club/Activities*	530.60

### **Elementary School**

Instrumental Music (2)	3747.13
Before/After School Activities*	530.60
After School Coordinator	2109.68
Chorus (2)	1219.33
Yearbook (2)	265.30
Courtyard Garden Club (2)	813.95
Observatory Manager	813.95
HES Drama Club Director/Producer**	1,500.00
HES Drama Club Artistic Director**	1,500.00
HES Drama Club Stage Manager	1,500.00
HES Drama Club Music Director***	500.00
Destination Imagination	1,200.00
Reading Instructional Resource Room Coordinator	1,500.00
Courtyard Garden Coordinator	1,500.00

\*For ten (10), one (1) hour, sessions

\*\*For thirty (30) hours for each director

\*\*\*For ten (10) hours

The Reading Instructional Resource Room Coordinator shall plan and organize the reading resources to ensure easy access by reading level or instructional use and ensure easy access by reading level or instructional use and ensure proper tracking of materials. They shall also seek out grant resources and make recommendations to continue to build the collection.

The Courtyard Garden Coordinator shall seek and coordinate grant funding to continue to develop the garden as a school instructional resource. They shall plan for allocation of planting beds for classrooms across the seasons. They shall also support club activities in the garden and coordinate volunteers as needed. They will maintain elements of the National Wildlife Federation Schoolyard Habitat certification.

The full stipend listed in Appendix B and C of the collective bargaining agreement shall be paid to every member holding a stipend position unless, in response to a posted vacancy, two (2) members jointly apply for one stipend position and indicate that they each are willing to share the duties and responsibilities of the position and would be willing to share the stipend equally. Within the application for the shared stipended position, the members will describe how the duties and responsibilities will be divided.

It is the intent of this agreement that in circumstances where members are sharing a stipend, there must clearly be a corresponding reduction in the scope of responsibility for the duties of the position and neither member shall be responsible for the full scope of the position.

#### **Appendix D - Coordinators, Mentors, Director of Guidance and Instructional Leaders**

Mentor Payments shall be paid in two equal payments, one in January and the other in June. The remaining Appendix D stipends, will be paid along with regular salary over twenty-six (26) payroll payments.

Mentor for New Teacher (0-2 years of experience)	919
Mentor for New Teacher to MRSD (2+ years of experience)	614
Mentor Induction Coordinators (two)	1,061
<b><u>Instructional Leaders:</u></b>	
CES/HES Preschool	5,071
CES/HES Grade Level Instructional Leaders (one for grade level k-4)	5,071
CES/HES Special Education	5,071
CES/HES Unified Arts	5,071
MRMS English	5,071
MRMS History	5,071
MRMS Math	5,071
MRMS Science & Tech	5,071
MRMS Special Education	5,071
MRMS Unified Arts	5,071
MRMS NEED Coordinator	1,842
MRHS English	5,071
MRHS Fine & Performing Arts	5,071
MRHS History	5,071
MRHS Math	5,071
MRHS Internship Coordinator	*
MRHS Science & Tech	5,071
MRHS Special Education	5,071



MRHS World Language	5,071
MRHS Guidance	5,071
District wide Wellness	5,071
High School Director of Guidance	5,071
Early Childhood Coordinator	5,071
English Language Learner Coordinator	5,071
Instructional Technology (At least one in each school)	5,071

Instructional Leaders, as part of their duties, shall be required to participate in a professional development day during the summer recess.

\*The Internship Coordinator shall have a reduced teaching course load depending on the number of students enrolled in the program:

- Less than 50 students: the coordinator will teach three classes in semester one and two classes in semester two, in addition to their duties with the internship program.
- Between 50-60 students: the coordinator will have further reduction of teaching load to two classes in each semester.
- If 15 or fewer students are enrolled in the internship program, their teaching load will increase to three classes in each semester.
- The internship program will be capped at sixty (60) students.

The Internship Coordinator shall oversee the annual Monomoy job fair.

The Internship Coordinator shall oversee the annual Monomoy Credit for Life event.

## Appendix E

Posted hourly work will be paid at the following rate for the school year:

\$39.04 per hour

This would exclude summer school, multi-town programs, extended day, adult education and grant programs.

Posted teacher-to-teacher instruction will be compensated at the above rates plus an additional twenty-five percent (25%) per instructional hour for planning time.

Services required of teachers beyond the contractual work day or work year of 183 days will be paid at their per diem rate. An hourly rate, for purposes of this paragraph, will be computed by dividing that teacher's annual salary appearing in Appendix A by 183 and then dividing this per diem by 7.

## Appendix F – Schedules

### Monomoy Regional High School Schedule

<b>MONDAY – FRIDAY *except EARLY RELEASE WEDS</b>	<b>Day 1</b>	<b>Day 2</b>	<b>Day 3</b>	<b>Day 4</b>	<b>Day 5</b>	<b>Day 6</b>	<b>Day 7</b>	<b>*EARLY RELEASE WEDNESDAY</b>
8:45 - 9:49	A	F	D	B	G	E	C	8:45 - 9:40
9:53 - 10:57	B	G	E	C	A	F	D	9:44 - 10:39
11:01 - 12:05	C	A	F	D	B	G	E	10:43 - 11:38
12:09 - 1:03 [A] 12:09-12:34 [B] 12:38-1:03	Jawsome Hour	Jawsome Hour	Jawsome Hour	Jawsome Hour	Jawsome Hour	Jawsome Hour	Jawsome Hour	11:42 - 12:36 [A] 11:42-12:07 [B] 12:11-12:36
1:07 - 2:11	D	B	G	E	C	A	F	12:40 - 1:35
2:15 - 3:15	E	C	A	F	D	B	G	1:39 - 2:35

1. During the Jawsome Time all teachers/counselors will be available 25 minutes daily to offer academic assistance or enrichment. Teachers/counselors may volunteer to supervise students during Jawsome Time as the need arises. Examples include supervising students in a lunch area, classroom, library, etc. Teachers will not be doing any other supervisory duties outside of the Jawsome Time.
2. Individual teachers/counselors will schedule Jawsome Time to meet the needs of their students and the program as a whole. Additionally, teachers/counselors will complete a schedule with their departments. The schedule will then be approved by the appropriate Instructional Leader and the Principal.
3. The 25 minutes of daily Jawsome Time is not an instructional period and therefore no formal observations will be conducted during the Jawsome Time.

4. Students and teachers will spend time scheduling Jawsome offerings once per cycle.
  - a. Once per cycle, teachers will use software to assign students to Academic Overtime (AOT) and support students signing up for Jawsome offerings during an “advisory” period.
  - b. Administrators and counselors may not assign students to AOT.
  - c. Teachers will schedule an adequate number of AOTs to best serve the needs of the students assigned to them based upon the courses of the teacher.
  - d. Teachers will assign AOT to students with a grade of D or F and may assign to other students at the individual teacher’s discretion.
5. Teachers/counselors may choose to volunteer to supervise during Jawsome in lieu of an enrichment but they still must offer at least one AOT.
6. Teachers/counselors will be allowed to change their offerings to provide for a variety in enrichment and adjustments to student support as needed.
7. Teachers who are under subscribed may be assigned supervisory duties during the 25 minutes of Jawsome time. This includes Jawsome detention.
8. Teachers/counselors will take attendance during Jawsome time and report student cuts to administration. (but not by using Aspen).
9. Discipline of students failing to meet Jawsome expectations is not the responsibility of the individual teacher/counselor.
10. The Principal, in consultation with the teachers, the Jawsome Review Team, and the Superintendent of schools, may choose to cancel Jawsome at any time if the program is not meeting expectations as laid out in 1-9 above and/or the academic accountability of the school. The school would then revert back to the schedule in place during the 2015-16 school year until such time that a new one could be negotiated and ratified by the Parties.

The Jawsome Review Team (JRT) shall be comprised of equal numbers school administrators and unit A members. The JRT will meet by June 1<sup>st</sup> of each year of this agreement to discuss any issues or concerns with Jawsome. Any proposed changes to the existing language in numbers 1-9 above shall be presented to the Parties for ratification by the High School Unit A members and the School Committee.

## **Appendix G – Review Committees**

### **Evaluation Process Review Committee**

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.

### **Stipend Review Committee**

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.

## **Monomoy Regional Middle School**

The schedule at Monomoy Regional Middle School shall have regular class periods of at least 45 minutes each and shall be a six day rotation. The schedules of the Unified Arts Teachers shall be equitable with the schedules of the Classroom Teachers.

In Witness Whereof, we set our hands on this the 26<sup>th</sup> day of July, 2022.

**MONOMOY REGIONAL SCHOOL  
COMMITTEE:**



**MONOMOY REGIONAL  
EDUCATION ASSOCIATION:**



## MONOMOY REGIONAL SCHOOLS COACHES EVALUATION REPORT

<b>Name of Coach:</b>	
<b>Sport:</b>	
<b>Position:</b>	
<b>Season:</b>	

1. PROFESSIONAL QUALITIES		Commend- able	Meets Expectations	Needs Improvement	Does Not Apply
A.	Adheres to district & school philosophy and policies				
B.	Knowledge of the game				
C.	Keeps current with new developments				

2. COACHING TECHNIQUES		Commend- Able	Meets Expectations	Needs Improvement	Does Not Apply
A.	Imparts knowledge to squad				
B.	Imparts skills to squad				
C.	Imparts spirit to squad				
D.	Develops sense of responsibility in athletics				
E.	Instills respect for others				
F.	Instills teamwork ethic				

3. ADMINISTRATIVE DUTIES		Commend- Able	Meets Expectations	Needs Improvement	Does Not Apply
A.	Physicals				
B.	Parent Permission				
C.	Squad Lists				
D.	Locker Room Control (neatness - supervision)				
E.	Equipment (issue-care-collect)				
F.	Inspection of appropriateness of playing facility				
G.	Award Lists				
H.	Accident Reports				
I.	Budget Requests				
J.	Evaluate Assistant Coaches with Athletic Director				
K.	Monitor and encourage educational progress of student athletes				

4. SQUAD MANAGEMENT		Commend- able	Meets Expectations	Needs Improvement	Does Not Apply
A.	Practice				
B.	Games				
C.	Sideline decorum at games with players and officials				
D.	Sportsmanship				

5. RELATIONSHIPS WITH		Commend- Able	Meets Expectations	Needs Improvement	Does Not Apply
A.	Team				
B.	Coaching Staff				
C.	School Personnel				
D.	Parents				

6. COMMUNICATIONS		Commend- able	Meets Expectations	Needs Improvement	Does Not Apply
A.	Public Relations (Radio, Newspapers, Service Clubs, Fraternal Groups)				


This report represents the evaluator's best judgment of the coach's performance for the Monomoy Regional Schools.

<b>Evaluator's Signature:</b>		<b>Date:</b>	
<b>Principal's Signature:</b>		<b>Date:</b>	
<b>Athletic Director Signature</b>		<b>Date:</b>	

I have reviewed this report and I have been given the opportunity to discuss it with my evaluator. My signature does not necessarily mean I agree with the report.

<b>Coach's Signature:</b>		<b>Date:</b>	
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End-of-Year Summative Evaluation: Department Coordinator/Instructional Leader

Department Coordinator/Instructional Leader: \_\_\_\_\_

Principal: \_\_\_\_\_

Name

Signature

Date

Overall Summative Performance

☐ Unsatisfactory

☐ Needs Improvement

☐ Proficient

☐ Exemplary

Principal's Comments

Comments:

Department Head/Instructional Leader's Comments (optional)

Comments can be added by the Department Head/Instructional Leader being evaluated.

Comments:



Mid-Year Reflection on Department Coordinator/Instructional Leader's Performance Goals

Goals should be S.M.A.R.T. and include at least one goal for student learning and instructional leadership

Goal(s)	Description(s)	Mid-Year Progress (January)					Principal's Comments and Analysis
		No Progress	Some Progress	Significant Progress	Meeting	Exceeding	
PLC Student Learning Goals							
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Optional Additional Student Learning Goals		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Instructional Leadership Goal							
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## End-of-Cycle Reflection on Department Coordinator/Instructional Leader's Performance Goals

Goals should be S.M.A.R.T. and include at least one goal for student learning and instructional leadership

Goal(s)	Description(s)	End-of-Year Progress (May)					Principal's Comments and Analysis
		Did Not Meet	Some Progress	Significant Progress	Met	Exceeded	
<b>PLC Student Learning Goals</b>							
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Optional Additional Student Learning Goals</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Instructional Leadership Goal</b>							
1		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	