## MEMORANDUM OF AGREEMENT

#### BETWEEN

# WACHUSETT REGIONAL EDUCATION ASSOCIATION (WREA) AND

## WACHUSETT REGIONAL SCHOOL DISTRICT (WRSD)

#### Preamble:

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Memorandum of Agreement is made and entered into by the Wachusett Regional School District (hereinafter, the "District") and the Wachusett Regional Education Association (hereinafter, the "Association"); and

WHEREAS, The District and the Association have entered into a Collective Bargaining Agreement (CBA) for the period July 1, 2023 through June 30, 2026 and jointly agree to this Memorandum of Agreement (MOA) for the duration of the aforementioned CBA. Both parties agree the terms of this agreement shall supersede any conflicting terms in the parties' CBA. Both parties also agree the terms of the MOA serves as an addendum to the CBA and are to be considered memorialized in the CBA. All other terms of the parties' CBA shall apply; and

THEREFORE, the Wachusett Regional School District and the Wachusett Regional Education Association hereby agree to the following:

### Section 1

#### **Article 1: Recognition**

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the District recognizes the Association as the exclusive bargaining agent and representative of all instructional staff to include teachers, counselors, librarians/unified media specialists, speech, occupational, and physical therapists, psychologists, reading specialists, curriculum and technology integrationists, long term substitutes filling a position for one person for 91 school days or more, and any other job title agreed by both parties in writing, and excluding all day to day substitutes (whose assignments vary daily), short-term substitutes (anyone who fills in for one person for a period of less than 90 days), as well as all managerial and confidential employees not specifically listed above.

#### Section 2

## Article 16 C: Staff Development Planning

Members may submit proposals for professional development opportunities to their building administrator and/or Superintendent five (5) months prior to the professional development day.

#### Section 3

## Article 19, Section G, Court/Jury Duty

In accordance with MGL c. 234A it is agreed that Article 19, Section G of the CBA shall be updated to reflect the following:

Members will be granted three (3) days at full pay per call to jury duty. In accordance with MGL, c. 234A, any employee required to serve jury duty shall be paid the difference, if any, between their regular wages and the jury duty pay, over and above the amount the member receives for jury duty, exclusive of allowance for travel and meals.

### Section 4

## **SEI Endorsement Course**

The District agrees to honor the previous SEI Endorsement Course agreement from the 2018-2021 CBA in which "Members who participate in the SEI Endorsement Course as required by the RETELL (Rethinking Equity and Teaching for English Language Learners) will be compensated for participation in the SEI Endorsement Course with three (3) graduate credits (to be used for lane advancement) upon successful completion of the course or successful completion of the online assessment (MTEL)."

## Section 5 Stipends

1. The parties acknowledge that the Science Fair Advisor and Science Seminar stipend positions were negotiated in 2014, outside of the CBA. Such negotiations stated these positions would split the stipend amount equally. The parties recognize the 2018-2021 CBA allots a total of a 7.5% stipend for both positions, but inadvertently did not split this amount equally, as was negotiated in 2014. This MOA serves to rectify this omission and confirm the following stipend positions are deemed fully operational, aligning with the terms of the CBA between the parties. Both parties agree to update the "Science Fair Advisor" and "Science Seminar" positions to:

Science Project Coordinator(s) (2)	3.75%

2. Both parties also acknowledge that Appendix B of the CBA should include the Driver's Education Stipend, as listed below:

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	Driver's Ed Instructors (5)	\$24 / hr
- 1		

- 3. Practices and responsibilities in place since the 2022-2023 school year shall remain in place.
- 4. As these three positions are memorialized in the CBA, such positions are pensionable.

## Section 6 <u>Department Head Clarification</u>

- 1. The duties/responsibilities of Department Heads shall include: conduct monthly department head meetings that focus on program development and curriculum implementation; assist administration in assuring teacher adherence to workday responsibilities and District curriculum standards; assist the administration in the review and modification of curriculum; provide mentoring support to new teachers; assist the administration in the hiring of all department faculty; report budgetary needs of the department to the administration; report the equipment and maintenance needs of the department to the administration; and assist the administration in the scheduling of the department.
- 2. Wachusett Partnership Program, Art, Music, and Physical Education Department Heads will teach 4/5 and will be relieved of one course per semester.
- 3. English, Math, Science, Social Studies, Foreign Language, and Special Education Department Heads will teach 3/5 and will be relieved of two courses per semester.
  - A. Appendix B: English Department Head Stipend (25%)
    As this position is memorialized in the CBA, such position is pensionable.

# Section 7 **Duration of Agreement**

This MOA shall be incorporated into and become an integral part of the existing CBA between WREA and WRSD and shall not be construed as an independent side letter.

This MOA shall remain in effect for the duration of the current CBA unless otherwise agreed upon by the parties in writing.

Dated this day of June, 2024

ames M. Reilly, MSW./Ed.D / Date

Superintendent of Schools

Wachusett Regional School District

Inda Sasso

Wachusett Regional Education Association, Inc.