AGREEMENT

Between the

BLACKSTONE VALLEY VOCATIONAL REGIONAL SCHOOL DISTRICT COMMITTEE

and the

BLACKSTONE VALLEY REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL TEACHERS' ASSOCIATION

FY2021 - FY2023

This Agreement is made and entered into on this 18th day of June, 2020 by and between the Blackstone Valley Vocational Regional School District Committee (hereinafter sometimes referred to as the "Committee") and the Blackstone Valley Regional Vocational Technical High School Teachers' Association (hereinafter sometimes referred to as the "Association").
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PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the youth of the Blackstone Valley Vocational Regional School District and that good morale within the teaching staff of the Blackstone Valley Regional Vocational Technical High School is essential to achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

A. Under the laws of Massachusetts, the Committee, elected by the citizens of the Blackstone Valley Vocational Regional School District, has final responsibility for establishing the educational policies of the Blackstone Valley Regional Vocational Technical High School;

B. The Superintendent-Director of the Blackstone Valley Vocational Regional School District (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;

C. The teaching staff of the Blackstone Valley Regional Vocational Technical High School has responsibility for providing in the classrooms and shops education of the highest possible quality;

D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,

E. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I - RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising there under, the Committee recognizes the Association as the exclusive bargaining agent and representative for all classroom teachers, vocational teachers, guidance counselors, adjustment counselors, school psychologists, technology specialists, library media specialists and school nurses (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) excepting, however, the Superintendent and every such employee who on the effective date of the Agreement is, or thereafter shall be, designated by the Committee as a representative of it for the purpose of such bargaining.

Unless otherwise indicated, the employees in the above unit will be hereafter referred to as teachers/instructors, and reference to teachers/instructors will include all teachers/instructors, both male and female.

ARTICLE I A - MANAGEMENT RIGHTS CLAUSE

Section 1. The School District will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Association, all the powers, authority and prerogatives of management, including, but not limited to, the following:
a) to direct and conduct the educational affairs of the District and its schools, programs and departments;

b) to direct and control all operations and services of the District and its schools;

c) to determine the organization, location and the number of employees of the District and its schools;

d) to hire, appoint and promote employees;

e) to direct, train, supervise and evaluate employees, subject to Article XXX and Appendix A;

f) to conduct mandatory professional improvement programs for employees;

g) to evaluate and determine the educational curriculum;

h) to schedule and cancel classes and courses;

i) to determine the level of student competency;

j) to determine, interpret and change job descriptions;

k) to institute technological changes or to revise processes, systems, or equipment from time to time;

l) to enforce work hours, including the setting or modification of the daily and yearly school and class schedule, subject to Article VII;

m) to grant and schedule leaves, subject to Appendix B;

n) to discipline employees;

o) to relieve employees due to the incapacity to perform duties;

p) to make, amend, and enforce rules, regulations, operating, administrative and safety procedures from time to time as the District deems necessary;

q) to determine the care, maintenance and operation of the equipment and property used for and on behalf of the District;

r) to alter, add to or eliminate existing methods, equipment facilities or programs;

s) to assign work sites, including the change of work sites from time to time, provided the work site shall be within the District’s member municipalities except short-term assignments, such as field trips, which may be made outside of the District’s member municipalities;

t) to determine whether goods should be leased, contracted or purchased;
and the School District will have the right to invoke these rights and make such changes in these items as the School District in its sole discretion may deem appropriate without negotiation with the Association, except to the extent expressly abridged by a specific provision of this Agreement.

Section 2. During an emergency (e.g., natural disasters; direct threat to the security of the District’s staff or students), the School District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

Section 3. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the School District, shall be final and binding and shall not be subject to the grievance procedure provision of this Agreement.

ARTICLE II - SAVINGS CLAUSE

The provisions of this Agreement shall be deemed severable, and in the event any provision thereof shall be finally determined to be invalid in whole or in part by a court of competent jurisdiction, then and in any such event, the remaining provisions of this contract, including the portion of any provision not found to be invalid, shall be unaffected by such finding and shall continue in full force and effect for the remainder of the duration of this contract.

This Agreement constitutes the entire contract and shall not be reopened for further negotiations by either party during its term as established under the Article entitled “Duration” except by mutual agreement of the parties, it being understood and agreed that negotiations for a new contract becoming effective after termination date of this present Agreement, may be commenced before the expiration date hereof in accordance with prior customs and practice of the parties hereto.

ARTICLE III - PRINCIPLES

It is recognized that teaching is a profession requiring specialized qualifications, and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

It is further recognized that the teachers have a right to join, or not to join, any organization for their professional or economic improvement but that membership in any organization shall not be required as a condition of employment.

At any place where the male pronoun is used in this agreement it is the intent of the parties to include both male and female personnel. Pursuant to the Education Reform Law of 1993, and any amendments thereto, when the term "Assistant Superintendent-Director" is used in this agreement it shall have the same meaning as "Principal."

The School Committee, the Sub-Committee or designated representatives of the School Committee and/or administrative staff, will meet with the representatives of the Association for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment.
ARTICLE IV - NEGOTIATIONS

Negotiations for a successor Agreement to take effect July 1, 2023 will commence on or before April 1, 2023. Meetings shall be called upon the written request of either party involved. A mutually convenient time shall be set within fifteen (15) days of the date of the request.

ARTICLE V - COMPLAINTS

In the event of a complaint against a teacher, the District shall determine in a timely manner whether an investigation is necessary. If the weight of initial evidence is such that the District conducts an investigation, it will notify the accused within twelve (12) school days of the start of the investigation that an investigation is underway and ensure that the accused has an opportunity to respond to the allegation(s) before making a finding of wrongdoing. Before or during any interview of the accused, the District will provide sufficient information such that the accused can respond to the allegations.

After the District’s investigation is complete, and if the District imposes discipline upon the teacher as a result of the investigation, the accused and/or Association may request a copy of materials related to the investigation. The District will provide a copy of the requested materials in a reasonable time frame based on the circumstances involved. It is understood that the District may require the accused and/or Association to execute a Confidentiality Agreement regarding the materials produced. It is also understood that the identity of any student involved in an investigation will only be disclosed to the accused, an MTA staff member/counsel, and Association officers directly involved in evaluating whether to challenge the discipline imposed; and only to the degree necessary for the Association’s defense of the accused. The accused, MTA staff member/counsel, and Association officers will only speak to student witnesses about the matter in the presence of a District representative.

The failure of the subject of an investigation to comply with any directive from Administration with regard to contacting witnesses or potential witnesses or otherwise interfering or attempting to interfere with the investigation shall be considered insubordination and subject to discipline. Breaches of confidentiality by MTA staff or Association officers will void any obligation by the District to provide the identity of students to those individuals in future matters. Investigations by law enforcement are the responsibility of law enforcement and shall not be subject to the provisions of this Article, unless the District conducts its own investigation.

ARTICLE VI - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement with respect to the wages, hours or working conditions of an employee or employees covered by it or (2) an alleged violation of any provision of this Agreement. A matter which is not specifically covered by any provision of the Agreement or which is reserved to the discretion of the District under the laws of Massachusetts, the regulations of the Massachusetts Department of Elementary and Secondary Education, or the regulations of the U.S. Office of Education, may not be the subject of a grievance.
2. A "grievant" is the party or parties making the claim.

3. A "party in interest" may be any member of the Teachers’ Association or any member of the School Committee or Administration making the claim or who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

In the event a grievance is filed on or after June 1st which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Level One
A grievance must be filed with the Assistant Superintendent-Director within ten (10) school days of knowledge of the occurrence. The Assistant Superintendent-Director shall meet with the grievant and make a response within five (5) school days of the receipt of the grievance.

Level Two
If the grievance is not resolved to the satisfaction of the grievant at Level One, the grievant may appeal the grievance to the Superintendent within five (5) school days of the receipt of the denial. The Superintendent shall meet with the grievant and answer the grievance within ten (10) school days of his receipt of the grievance.

Level Three
If the grievance is not resolved satisfactorily at Level Two, the Association may present the grievance to the School Committee within ten (10) school days of the Superintendent's answer. The School Committee shall meet with the Association at the next regularly scheduled School Committee meeting provided the grievance is received five (5) school days prior to the meeting. The School Committee shall issue its decision at the next regularly scheduled School Committee meeting following the grievance hearing. The parties acknowledge that with respect to matters of appointment or disciplinary matters, the School Committee has no authority to reverse the decision of the Principal or Superintendent. Accordingly, the School Committee’s grievance answer with respect to such matters will be for advisory purposes only.
Level Four
If the Association does not accept the decision of the School Committee, it may within ten (10) school days of the receipt of the School Committee's decision notify the School Committee that the grievance is to be submitted to arbitration. If the parties cannot agree upon an arbitrator the selection shall be made by the American Arbitration Association in accordance with its rules and regulations. The costs for the services of the arbitrator, including per-diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School District and the Association. The award of the arbitrator shall be final and binding upon all parties. The arbitration proceeding shall be subject to the following conditions:

- The arbitrator shall have no power to add to, subtract from, or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties.
- The arbitrator shall not render a decision contrary to state or federal law.
- Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. The party or parties that request a copy of the transcript shall bear the expense, in equal proportions, of providing a copy of the transcript to the arbitrator.

D. Miscellaneous

No reprisals of any kind will be taken by the School Committee or by any member of the Administration against any participant in the grievance procedure by reason of such participation. Any party in interest may be represented at all stages of the grievance procedure by a person of his or her own choosing, except that he or she may not be represented by a representative or an officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Association may file a grievance that affects a group or class of teachers at the first level at which the grievance may be filed. The Association may process such a grievance through all levels of the grievance procedure even though the grievant does not wish to do so. Any grievance not processed within the time limits shall be considered waived. Any grievance not answered within the time limits shall be considered denied. The Association may participate at all levels of the grievance procedure. Time limits may be mutually waived. Grievances may be settled without precedent at any stage of the grievance procedure.

Grievance Materials: All grievance materials shall be filed separately from personnel files to the extent permitted by law.

ARTICLE VII - TEACHING HOURS AND TEACHING LOAD

Recognizing that under the Laws of Massachusetts the School Committee has incontrovertible right to make all reasonable rules and regulations for the conduct and management of the schools, the following policies will be in effect:
Section 1:
Teachers and counselors shall be in their designated work area at 7:40 a.m. and may not leave school until 2:15 p.m., with the understanding that the work day may be altered (but not increased) by ten (10) minutes, earlier or later, to accommodate student bus transportation. In no event shall teachers or counselors be released from school until departure of the last bus.

Section 2:
All teachers and counselors are required to remain after school for extra-help sessions, detentions, or staff meetings. Wednesday will be reserved for other staff meetings (limit 2 per month) and these meetings will end no later than 3:15 p.m. Teachers and counselors will remain after school and in their designated work area for extra help session or detention, or performing required school functions, until at least 3:00 p.m. on Tuesdays and Thursdays.

Section 3:
The length of the work year for bargaining unit members will be one hundred and ninety-three (193) instructional days plus two (2) days for opening and/or closing of school as deemed necessary by the Superintendent and approved by the School Committee.

Section 4:
In the interest of fulfilling desirable educational objectives and of maintaining professional standards, the following guidelines are established and will be implemented.

a. Teachers and counselors may be required to attend, after the end of the regular workday, emergency meetings called by the Superintendent.

b. Vocational teachers may be required to attend three evening events per school year. The required evening obligations shall be as follows: 1) Annual Advisory Dinner; 2) Vocational Career Night; 3) New Student Applicant Night.

c. Academic teachers may be required to attend three evening events per school year. The required evening obligations shall be as follows: 1 & 2) Academic Curriculum Nights; 3) New Student Applicant Night.

d. Counselors may be required to attend three evening events per school year. The required evening obligations shall be determined on a rotating basis within the department: 1) Academic Curriculum Nights; 2) Vocational Career Night; 3) New Student Applicant Night; 4) School Counselor Events.

e. Teachers and counselors will be provided with a duty-free lunch period.

f. All classroom teachers shall be provided one duty-free preparation period per day for the purpose of planning lessons and correcting student work. A teacher’s instructional time will not exceed 255 minutes per day.

Definition of Days:

Academic Curriculum Night – A designated evening, usually in the first trimester of the school year, designed to allow parents/guardians to visit academic teachers to learn about course expectations and curriculum.
**Vocational Career Night** - A designated evening, usually near the end of the exploratory experience, designed to allow parents/guardians an opportunity to learn more about the shops and career paths for purposes of decision making for the final freshmen shop selection.

**New Student Applicant Night** – A designated evening, usually scheduled in November or early December, designed to allow potential applicants and their families to visit BVT to learn more about shops, academics, student services, and other BVT programs.

**Annual Advisory Dinner** - A designated evening, usually in the fall, that invites all members of the program advisory boards to join for a night of informational meetings and dinner.

**School Counselor Events** – Throughout the school year, the school counseling department offers parents and families information sessions on topics ranging from college information, financial aid, and other student support topics as needed.

**Note:** Each of these events (with the exception of the Advisory Committee gathering [which traditionally includes a dinner] may run longer) may have a timeframe lasting up to but not to exceed two and one half hours. The exact start and ending time of each event will be determined by the District and published on the school calendar at the beginning of the school year.

**Instructional Periods** - scheduled assignments when students are taught in a classroom in accordance to a teacher's prepared instructional plan.

**Vocational Instructors** - personnel approved by the Board of Education who are assigned to train students in a vocational specialty imparting related or shop instruction as scheduled.

g. Academic teachers will not be assigned to more than one discipline area unless it is necessary to fill out the class schedule.

h. Teachers will be notified of their tentative programs for the following year before the end of the current school year. The Association recognizes, however, that some changes may have to be made in order to ensure the best possible instruction for students of the District. Teachers affected by such changes shall be notified of any necessary changes as soon as practicable.

i. A copy of the school calendar for the following year will be distributed to teachers and counselors as soon as possible after formulation, but in any case on or before June 1st.

j. It is the intention of the School District to limit the number of consecutive instructional minutes to 170, to the extent that the schedule will permit.

k. With the exception of an emergency or other unforeseen circumstances within vocational programming, the District will provide vocational laboratory substitute coverage or modified student vocational laboratory schedules to allow for one (1) half-hour duty-free period each week in each program for the designated purpose that each vocational instructor will address crucial school duties which include interdepartmental meetings, pre-engineering meetings, student assessments, portfolio development, integration efforts (shop to shop, shop to academics, shop to clubs, etc.), Guidance Office business, parental contacts, teaching preparation work (ordering materials, making copies, vendor/customer contact, etc.), reviewing IEP and 504 Plans, or other value added activities authorized by the Principal or his/her designee.

l. Vocational shops will be consulted annually for the purposes of scheduling PE/Health classes with priority preferred days, to the extent possible, in order to maximize department planning time, outside projects, and site visits. Additionally, the Culinary Arts and Cosmetology programs will
continue to be scheduled in order to maintain consistent hours of operation for their respective service areas.

ARTICLE VIII - CLASS SIZE

A. Both parties to this Agreement recognize that numbers of students assigned to any specific section is one factor which affects individual learning. It is also recognized that effective teaching is dependent on the professional qualifications, resourcefulness, creativity, adaptability, dedication and the skillfulness of individual faculty members.

B. As such, the School District will endeavor to organize academic sections so that student learning is enhanced in ways which adhere to the guiding principles below:

1. Students considered as "moderate and/or fast learners" - Ratio of 28 to 1.

2. Provide necessary staff (professional and/or paraprofessional) to meet the educational plans of students with Special Needs.

C. The above ratios represent maximums used for initial placement subject to revision from time to time. Every effort will be made to arrange students with similar achievement levels in the same academic sections; to the extent feasible. The desired objective of arranging academic classes is to establish a maximum ratio of 25 to 1.

D. The District agrees to utilize DESE Chapter 74 teacher-student ratios as a guide in establishing the ratios in shop settings. Teaching assistants, shop certified teaching assistants, and long-term substitutes will also be considered in the student supervision ratio in shop settings. The District reserves the right to add up to two (2) students per class based on enrollment through the end of the exploratory program, planned shop expansion, and other temporary circumstances.

Students engaged in the Cooperative Education Program shall not be counted in determining students/teacher ratios.

E. The ratio of students to a counselor shall be a maximum of 250-1. This ratio may be attained by employment of full time counselors and/or equivalent part-time counselors.

ARTICLE IX - SUBSTITUTE TEACHERS

It shall not be the policy of the District to require teachers to use their preparation time to substitute for other teachers, provided such instructors are teaching a full schedule. The District will make every reasonable effort to provide substitutes. In situations where substitutes are necessary, but not available, the Assistant Superintendent-Director or his/her designee may assign a teacher to use his/her preparation period for substituting. Teachers who are requested to substitute for another teacher will be assigned to this duty in rotation so as to distribute this duty as equitably as possible.

In the event that a teacher is assigned to use his/her preparation period to substitute for an absent teacher, he/she shall be compensated at the rate equivalent to the Intermittent Salary Schedule (Article XI) to the nearest half hour.
When seniors are released, teachers who taught seniors may be assigned additional teaching duties not to exceed their normal schedule. The existing practice of equitability shall continue.

ARTICLE X - TRAINING LEADERS

A. Team Leaders are qualified teachers who are appointed by the appointing authority to perform extra duties and assume additional responsibilities essential for the efficient operation of a designated vocational or academic department. Inherent in the position are the exercise of professional leadership and management as described in the job description, duties, and responsibilities adopted by the School District with respect to the Table of Organization.

The positions of Team Leaders shall be established in English, Mathematics, Science, Social Studies, Reading, Electives (formerly Foreign Language), Career Enrichment, Physical Education, Special Education, Lead Guidance Counselor and all Vocational-Technical program areas. Any academic or vocational discipline that evolves during the duration of this contract containing two or more professional staff, will be recognized under this provision and the eligible Team Leader(s) will be compensated commencing the next fiscal year. The District has the legal right to determine whether and when team leader positions shall be filled.

B. Compensation for Team Leader services shall be calculated in the following manner:

1. Team Leaders responsible for departments with one (1) instructor in addition to the team leader - Effective July 1, 2020 $3,320; effective July 1, 2021 $3,320; effective July 1, 2022 $3,320.

2. Team Leaders responsible for departments with two (2) instructors in addition to the team leader - Effective July 1, 2020 $3,623; effective July 1, 2021 $3,623; effective July 1, 2022 $3,623.

3. Team Leaders responsible for departments with three (3) instructors in addition to the team leader - Effective July 1, 2020 $3,846; effective July 1, 2021 $3,846; effective July 1, 2022 $3,846.

4. The Team Leader’s salary will be increased by $100 for each professional staff member over and above three instructional members which they are responsible for (but not including) the Team Leader.

(a) On-going customer billing as follows:

- Culinary Arts - $500.00
- Auto Body - $500.00
- Auto Tech - $500.00
- Multimedia Com. - $500.00

(b) * Day-school enrollment:

- (1) 55-64 trainees $100.00 *Paid at the end of the school year based upon the department enrollment range as of May 15th
- (2) 65-74 trainees $125.00 (or nearest preceding work day)
- (3) 75-84 trainees $150.00
- (4) 85-100 trainees $200.00 of any school year.
C. Training Leader Prep Time:

The District will provide team leaders with two (2) prep periods per week.

**ARTICLE XI - INTERMITTENT SALARY SCHEDULE**

Intermittent services performed by appointed personnel shall be paid in accordance with the following rate schedule:

- $32.00 per hour effective July 1, 2020
- $32.00 per hour effective July 1, 2021
- $32.00 per hour effective July 1, 2022

In the event that classes are canceled after the established starting time (day classes are scheduled), instructors will be compensated for the full period of scheduled instruction.

Instructors and students will be allowed a fifteen (15) minute break during a consecutive three (3) hour instructional period. Instructors shall remain in the vicinity of the instructional station in order to monitor the trainees.

Nothing contained in this Article shall limit the right of the School District to hire outside of the recognition clause unit and to determine an appropriate rate schedule for any instructor so hired. The right of first refusal for evening school instruction shall go to a qualified instructor within the recognition clause.

**ARTICLE XII - SCHOOL NURSES**

School nurses shall be appointed by the School Committee in accordance with the General Laws of the Commonwealth of Massachusetts.

School nurses shall perform duties and assume responsibilities normally associated with the position. From time to time, school nurses shall undertake appropriate assignments as directed by the Superintendent-Director or the Assistant-Superintendent Director.

The work schedule for school nurses shall be between the hours of 7:40 a.m. until 2:10 p.m., with the understanding that the work day may be altered (but not increased) by ten (10) minutes, earlier or later, to accommodate student bus transportation. The salary of the nurse shall be pro-rated according to hours actually worked. Nursing services shall be provided on days when school is in session and in accordance with the approved school calendar. If nurses are required to work when school is not in session, they shall be compensated at the established per diem rate, pro-rated based on the annual salary.

Effective July 1, 2008, nurses who have an Initial or Professional License will be placed on Step 1 of Level I of the Teachers Salary Schedule set forth in Article XIV. Nurses, however, may progress up to Step 7 of Level I, and will not be eligible for progression to Levels II through VI. Nurses will be eligible for a longevity payment of $200 for twelve (12) years of service or more. Course reimbursement for college or university credits shall be the same as for teachers. When a nurse does not have full credentials as noted above, compensation shall be within a range of 85% to 95% of the first Step of Level I of the
Teachers Salary Schedule; provided the District shall determine, in its sole discretion, where to place a nurse in this range based on its determination of the nurse’s qualifications.

ARTICLE XIII - LIBRARY MEDIA SPECIALIST

The Library Media Specialist shall be appointed by the appointing authority and shall serve in the position in accordance with the General Laws of the Commonwealth of Massachusetts.

Said appointment shall be for a school year as defined for the professional faculty.

Duties and responsibilities of the Library Media Specialist shall include those normally associated with the position and that of a media-specialist. Nothing herein shall exclude the Library Media Specialist from taking on assignments directed by the Superintendent or his designee, namely the Assistant Superintendent-Director and the Academic Coordinator.

The daily work schedule for the Library Media Specialist shall commence at 7:30 a.m. and conclude at 2:30 p.m. on Monday; 3:00 p.m. on Tuesday through Thursday and 2:15 p.m. on Friday provided, that the Library Media Specialist shall not leave prior to the departure of the last bus and with the understanding that the work day may be altered (but not increased) by ten (10) minutes, earlier or later, to accommodate student bus transportation.

The Library Media Specialist who is requested by the Superintendent to provide student related services after 3:00 p.m. on school days or any time on a non-school day will be compensated at the same hourly rate as instructors in the Intermittent Services Salary Schedule.

Annual compensation for services shall be paid in accordance with the Professional Teacher Salary Schedule.

ARTICLE XIV - TEACHERS SALARY SCHEDULE

(a) The parties agree to increase the base wage as follows:

1. **FY21** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 2.0% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities and the Commonwealth funds the District at the Governor’s January 2020 set House I Chapter 70 level.**

2. **FY21** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 1.5% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities and the Commonwealth funds the District at a level of at least 95% of the Governor’s January 2020 set House I Chapter 70 level.**

3. **FY21** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 1.25% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities and the Commonwealth funds the District at a level of at least 90% of the Governor’s January 2020 set House I Chapter 70 level.**
4. **FY21** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 1.0% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities.

* For clarification purposes, this refers to the District’s original certified operational budget traditionally presented to member municipalities (the first week of April) after a required public hearing.

** In noted cases, if the District receives federal stimulus or other federal or state funding in the form of “backfill replacement,” such subsidies will be added to the actual external (Chapter 70) state aid tally and any necessary adjustments will be made retroactively. However, it should be noted that the maximum FY21 COLA shall not exceed the negotiated 2.0% as agreed.

1. **FY22** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 2.1% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities and the Commonwealth funds the District at the Governor’s January 2021 set House I Chapter 70 level.**

2. **FY22** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 1.6% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities and the Commonwealth funds the District at a level of at least 95% of the Governor’s January 2021 set House I Chapter 70 level.**

3. **FY22** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 1.3% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities and the Commonwealth funds the District at a level of at least 90% of the Governor’s January 2021 set House I Chapter 70 level. **

4. **FY22** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 1.1% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities.

* For clarification purposes, this refers to the District’s original certified operational budget traditionally presented to member municipalities (the first week of April) after a required public hearing.

** In noted cases, if the District receives federal stimulus or other federal or state funding in the form of “backfill replacement,” such subsidies will be added to the actual external (Chapter 70) state aid tally and any necessary adjustments will be made retroactively. However, it should be noted that the maximum FY22 COLA shall not exceed the negotiated 2.1% as agreed.

1. **FY23** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 2.4% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities and the Commonwealth funds the District at the Governor’s January 2022 set House I Chapter 70 level.**

2. **FY23** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 1.8% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities and the Commonwealth funds the District at a level of at least 95% of the Governor’s January 2022 set House I Chapter 70 level. **
3. **FY23** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 1.4% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities and the Commonwealth funds the District at a level of at least 90% of the Governor’s January 2022 set House I Chapter 70 level.**

4. **FY23** - with all other compensation as put forth in the 2017-2020 Agreement remaining unchanged, the District agrees to grant a base COLA increase of 1.2% (if and only if) the District’s operational* budget is approved by at least two-thirds of its member communities.

* For clarification purposes, this refers to the District’s original certified operational budget traditionally presented to member municipalities (the first week of April) after a required public hearing.

** In noted cases, if the District receives federal stimulus or other federal or state funding in the form of “backfill replacement,” such subsidies will be added to the actual external (Chapter 70) state aid tally and any necessary adjustments will be made retroactively. However, it should be noted that the maximum FY23 COLA shall not exceed the negotiated 2.4% as agreed.
### ARTICLE XIV - TEACHERS SALARY SCHEDULE

**EFFECTIVE July 1, 2020**

<table>
<thead>
<tr>
<th>Year 1 (FY21) 1.5%</th>
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<tr>
<td><strong>Step</strong></td>
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</table>

### Salary Schedule Determining Factors

- Governor’s January 2020 set House 1 Chapter 70 Level __________ 1.5% __________
- Approved operational budget by at least two-thirds of member communities _____ Yes _____

Michael A. Norton  
Print name  
T. A. President

[Signature]  
Michael A. Norton  
T. A. President
ARTICLE XIV - TEACHERS SALARY SCHEDULE

EFFECTIVE July 1, 2021

Upon known budget factors as described previously, the FY22 salary schedule will be available via the following link (salary schedule).

<table>
<thead>
<tr>
<th>Year 2</th>
<th>(FY22)</th>
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<tbody>
<tr>
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</tbody>
</table>

Salary Schedule Determining Factors

- Governor’s January 2021 set House 1 Chapter 70 Level TBD %
- Approved operational budget by at least two-thirds of member communities TBD
ARTICLE XIV - TEACHERS SALARY SCHEDULE

EFFECTIVE July 1, 2022

Upon known budget factors as described previously, the FY23 salary schedule will be available via the following link (salary schedule).

<table>
<thead>
<tr>
<th>Year 3 (FY23)</th>
<th>I</th>
<th>II</th>
<th>III</th>
<th>IV</th>
<th>V</th>
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<tr>
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</tbody>
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Salary Schedule Determining Factors

- Governor's January 2022 set House 1 Chapter 70 Level _____ TBD %
- Approved operational budget by at least two-thirds of member communities _____ TBD
Longevity Stipend

- Longevity Stipend after 15 - 19 Years - $600
- Longevity Stipend after 20 - 24 Years - $1,250
- Longevity Stipend after 25 - 29 Years - $2,000
- Longevity Stipend after 30+ Years - $2,750

Payment of the enhanced Longevity Stipend will be contingent upon each individual’s good standing under the professional standards evaluation instrument(s) provided in Article XXX, as evidenced by a performance rating of “Proficient” or “Exemplary” on 90% of the professional performance standards evaluated, and/or as may be revised to include relevant standards subsequently approved and implemented by the Massachusetts Department of Elementary & Secondary Education (DESE).

Longevity payment will be made as an addition to teacher compensation in the school year following the attainment of the longevity milestone. For example, a teacher who completes 15 years of service in the 2019-2020 school year will have the longevity payment added to compensation during the 2020-2021 school year. In calculating years of service, a teacher must have worked at least ninety (90) contact days in any school year for that year to be counted as a year of service.

Level I: Academic teachers with a Bachelor's Degree and a teaching certificate, and vocational teachers with preliminary certification by the Board of Education, Massachusetts Department of Elementary and Secondary Education.

Level II: Academic teachers who have earned 18 semester hours toward a Master's Degree or 24 semester hours in approved courses* which lead to certification and vocational teachers with professional certification who have earned 39 semester hours toward a Bachelor's Degree.

Level III: Academic teachers who have earned a Master's Degree and vocational teachers with professional certification who have earned 60 semester hours toward a Bachelor's Degree.

Level IV: Academic teachers who have earned 15 semester hours in approved courses* beyond a Master's Degree and vocational teachers with professional certification who have earned 90 semester hours toward a Bachelor's Degree.

Level V: Academic teachers who have earned 30 semester hours in approved courses* beyond a Master's Degree and vocational teachers with professional certification who have earned a Bachelor's Degree.

Level VI: Academic teachers who have earned a Master’s Degree plus the completion of 45 graduate credit hours, which incorporates a Certificate of Advanced Graduate Studies (CAGS), an Advanced Graduate Studies Certificate (AGCS), a second Master’s Degree or 45 graduate credit hours in a Doctoral program; and vocational teachers with professional certification who hold a Bachelor’s Degree and have earned 15 graduate credit hours within a Master’s Degree program. An academic teacher’s second Master’s Degree shall qualify for placement at Level VI provided the Superintendent, in his sole discretion, determines the second Master’s Degree serves the best interests of the District (e.g., the Superintendent determines that the second Master’s Degree is sufficiently
related to the teacher’s area of instruction or the Master’s Degree is attained in an area of need by the District).

* Approved courses in accordance with Article XXII.

Teachers who anticipate accumulating sufficient semester hours to qualify for a change in salary level for the next school year will notify the Superintendent, in writing, before November 15th so that provision may be in the budget for the following year.

Teachers currently employed in Level I will be permitted to apply In-Service courses taken for credit, bona fide industrial courses, improvement grants, curriculum revision, etc., for advancement to Level II. The teacher will submit these courses to the Superintendent for approval for advancement prior to commencing the course.

The denial of a request to be raised to a new Level VI shall not be subject to the grievance process. A teacher who has been denied Level VI status, however, may ask the School Committee to review the Superintendent’s denial.

Teachers agree to be bound by the Arbitrator’s Award in Arbitration Case Number 1139-2419-91.

**Performance Award Program**

This performance award program is based on the performance of students who have been enrolled at Valley Tech and will be completing their education at Valley Tech throughout the three years of this contract period. Meeting the performance conditions established under this program will require the efforts and adherence to professional standards of all Valley Tech staff over the entire contract period. Consequently, eligibility for the performance bonus includes a consideration of the number of years a person is a unit member at Valley Tech during the contract period as well as the individual’s good standing under the Massachusetts Model System for Educator Evaluation, as evidenced by a performance rating of “Proficient” or “Exemplary” on 90% of the professional performance standards evaluated, and/or as may be revised to include relevant standards subsequently approved and implemented by the DESE. The following schedule is proposed:

(a) Unit members employed at Valley Tech for the three years of the contract period will be eligible to receive:

- the full 0.75% performance bonus award if they have earned a performance rating of “Proficient” or “Exemplary” on 90% of the professional performance standards evaluated in each of the three years;

- two-thirds of the 0.75% performance bonus award (0.50%) if they have earned a performance rating of “Proficient” or “Exemplary” on 90% of the professional performance standards evaluated in two of the three years; and

- one-third of the 0.75% performance bonus award (0.25%) if they have earned a performance rating of “Proficient” or “Exemplary” on 90% of the professional performance standards evaluated in one of the three years.
(b) Unit members employed at Valley Tech for two of the three years of the contract period will be eligible to receive:

- two-thirds of the 0.75% performance bonus award (0.50%) if they have earned a performance rating of “Proficient” or “Exemplary” on 90% of the professional performance standards evaluated in each of the two years; and

- one-third of the 0.75% performance bonus award (0.25%) if they have earned a performance rating of “Proficient” or “Exemplary” on 90% of the professional performance standards evaluated in one of the two years.

(c) Unit members employed at Valley Tech for one of the three years during the contract period will receive one-third of the 0.75% performance bonus award (0.25%) under this contract if they have earned a performance rating of “Proficient” or “Exemplary” on 90% of the professional performance standards evaluated in that year.

(d) For the purpose of this performance award program, a unit member who is employed for at least two-thirds of a contract year (130 of the 195 days, to be adjusted if the contract year is modified) will be considered to be employed at Valley Tech for that year.

The School Committee will certify eligibility for this Performance Award Program bonus at its first scheduled meeting following the public release of the Accountability Data used to determine the Performance Award. Performance Award bonuses are expected to be paid in a lump sum on or before June 30, 2023. If the District learns the information necessary to determine whether the conditions precedent to the payment of the performance bonus will not be available prior to the expiration of this Agreement, the District will notify the Association of same on or after July 1, 2022 and the parties will reopen the Agreement (“the first reopener”) only for the purpose of negotiating the date upon which the performance bonus will be paid and a corresponding change in Article XXXI, Duration. In the event the first reopener occurs, either party may also request to reopen the Agreement (“the second reopener”), effective July 1, 2023, only if the parties agree to extend the Agreement until June 30, 2024 as a part of the first reopener and provided the party seeking to exercise the second reopener notifies the other of same not later than January 1, 2024.

Eligible professional staff (defined as active unit members at the time the salary bonus is paid and those unit members who have retired from Valley Tech on or after June 30, 2023) will receive a salary bonus equal to three-quarters of one percent (0.75%) of their 2022-2023 base salary if the following conditions are met:

(1) The four-year graduation rate of students in the class of 2023 meets the DESE state target for accountability or has improved over the comparable four-year graduation rate for the class of 2020; and

(2) On the annual DESE Official Accountability Report for Blackstone Valley Regional Vocational Technical High School, Valley Tech will be classified as: School of Recognition; or Meeting or Exceeding Targets; or Substantial Progress Toward Targets related to overall progress toward improvement targets as Determined by DESE yearly. Data and calculation exclusively provided by the DESE in the annual Official Accountability Report for Blackstone Valley Regional Vocational Technical High School will determine if the performance target is reached.
**Note:** The one-time payment of 0.75% is accomplished via an encumbrance of 0.25% in each of the three contract years. Therefore, if the District’s certified operational budget is negatively impacted during any of the contract years, the incentive award may be reduced by a corresponding 0.25%.

**ARTICLE XV - EXTRA-CURRICULAR SALARY SCHEDULE**

**ATHLETICS SCHEDULE**

*All positions will be posted in the spring of every year.*

<table>
<thead>
<tr>
<th>ATHLETICS SCHEDULE</th>
<th>Effective July 1, 2020</th>
<th>Effective July 1, 2021</th>
<th>Effective July 1, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Athletic Advisor</strong>*</td>
<td>$6,688</td>
<td>$6,688</td>
<td>$6,688</td>
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<td><strong>Group 1</strong></td>
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<tr>
<td>Football Head Coach - Varsity</td>
<td>$6,056</td>
<td>$6,056</td>
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<td><strong>Group 2</strong></td>
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<tr>
<td>Basketball Coach (Boys)</td>
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<tr>
<td>Basketball Coach (Girls)</td>
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<tr>
<td>Lacrosse Coach – Varsity</td>
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<tr>
<td>Lacrosse Coach (Girls) - Varsity</td>
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<tr>
<td><strong>Group 3</strong></td>
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<tr>
<td>Baseball Coach - Varsity</td>
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<tr>
<td>Cross Country Coach - Varsity</td>
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<td>Golf Coach - Varsity</td>
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<tr>
<td>Softball Coach - Varsity</td>
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<tr>
<td>Soccer Coach (Boys) - Varsity</td>
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<tr>
<td>Soccer Coach (Girls) - Varsity</td>
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<tr>
<td>Track &amp; Field Coach - Varsity</td>
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<td>Volleyball Coach (Boys) - Varsity</td>
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<td>Lacrosse Coach (Girls) - JV</td>
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<td>Soccer Coach (Girls) - JV</td>
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<td>Softball Coach - JV</td>
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<td>ATHLETICS SCHEDULE</td>
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<tr>
<td>Track &amp; Field - Assistant Coach</td>
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<tr>
<td>Baseball Coach (Boys) – Freshmen</td>
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<tr>
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<tr>
<td>Cheerleading Coach (Fall)</td>
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<td>Cheerleading Coach (Winter)</td>
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<tr>
<td>Football Coach</td>
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<tr>
<td>Football Coach - Freshmen</td>
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<td>Lacrosse Coach – Assistant</td>
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<td>Soccer Coach (Girls) – Assistant Varsity</td>
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<td>Soccer Coach (Girls) - Freshmen</td>
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<td>Softball Coach – Assistant Varsity</td>
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<td>Volleyball Coach – Freshmen</td>
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<tr>
<td>Volleyball Coach (Girls) – Freshmen</td>
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<td><strong>Group 6</strong></td>
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<tr>
<td>Basketball Coach (Boys) – Asst. Varsity</td>
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<td>Basketball Coach (Girls) – Asst. Varsity</td>
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<tr>
<td>Cheerleading Coach (Fall) - Assistant</td>
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<td>Cheerleading Coach (Winter) - Assistant</td>
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<td>Cross Country Coach - Assistant</td>
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<td>Golf Coach - JV</td>
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<td>Ice Hockey Liaison</td>
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* The Athletic Advisor may not receive the stipend for more than one extra-curricular assignment (i.e., coach or advisor) other than the Athletic Advisor stipend.

All positions will be filled by the most qualified candidates holding a teacher license(s) or recognized skills within the sport. A preference will be given to licensed teachers who have both requirements. Positions will be posted if the Director of Student Life/Athletic Director (or equivalent position) and Assistant Superintendent-Director/Principal determine that the group has sufficient participation.
<table>
<thead>
<tr>
<th>ADVISORS SCHEDULE</th>
<th>Effective July 1, 2020</th>
<th>Effective July 1, 2021</th>
<th>Effective July 1, 2022</th>
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<tbody>
<tr>
<td><strong>Category A</strong></td>
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<tr>
<td>Robotics Adv/Engineering-Mfg</td>
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<td>SkillsUSA Advisor</td>
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<td>Student Council Advisor</td>
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<td><strong>Category B</strong></td>
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<td>Aviation Advisor</td>
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<td>National Honor Society Advisor</td>
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<td>National Voc Honor Society Adv</td>
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<td>Robotics Advisor/ Project Mgr</td>
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<tr>
<td>Senior Class Advisor</td>
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<td>Varsity Math Team Advisor</td>
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<td>Yearbook/Photography Advisor</td>
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<td><strong>Category C</strong></td>
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<tr>
<td>Band Advisor</td>
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<td>Chorus Musical Advisor</td>
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<tr>
<td>Junior Class Advisor</td>
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<tr>
<td>New Teacher Mentor Coordinator</td>
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<td>Sophomore Class Advisor</td>
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<td><strong>Category D</strong></td>
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<td>Art Club Advisor</td>
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<td>DECA Advisor</td>
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<td>Drama Club Advisor</td>
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<td>Foreign Trip Coordinator</td>
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<td>Friends of Rachel Club Advisor</td>
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<td>Freshmen Class Advisor</td>
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<td>Gaming Club Advisor</td>
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<td>GSA Advisor</td>
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<td>Humanities Scholars Advisor</td>
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<td>Multi-Cultural Club Advisor</td>
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<td>robotics Adv/Student Activities</td>
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<tr>
<td>SEA Club Advisor</td>
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<td><strong>Category E</strong></td>
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<tr>
<td>Amateur Radio Club Advisor</td>
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<td>Coding Club Advisor</td>
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Please note: Given the likelihood that certain stipend roles may alter their scope and responsibility the Association and or Assistant Superintendent-Director/Principal may request a re-classification in advance of its posting.

Above stipends for Extra-Curricular Activities are the full amount to be paid for the fiscal year.

The Committee agrees to give the Association notice and an opportunity to bargain over the stipend for any assignment associated with the Committee’s recognition of a new student club; provided the Committee shall retain its discretion to determine which assignments to fill.

All positions will be filled by the most qualified candidates holding a teacher license(s) or recognized skills within the designated activity. A preference will be given to licensed teachers who have both requirements. Positions will be posted if the Director of Student Life/Athletic Director (or equivalent position) and Assistant Superintendent-Director/Principal determine that the group has sufficient participation.

OTHER SCHEDULE

<table>
<thead>
<tr>
<th>OTHER SCHEDULE</th>
<th>Effective July 1, 2020</th>
<th>Effective July 1, 2021</th>
<th>Effective July 1, 2022</th>
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<tr>
<td>Mentor</td>
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<td>Title I Director</td>
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These positions currently rely on funding by federal grants.

ARTICLE XVI - SICK LEAVE

A. Fifteen (15) days personal sick leave, cumulative to one hundred fifty (150) days will be granted to all teachers/instructors. For overall consistency in recordkeeping of attendance each single event fractional day use of sick time shall be rounded up and recorded and charged at no less than one-half sick day. The sick leave benefits will be available after thirty (30) contact days have been spent in the
service of the District. Such time will be prorated for part time employees. Bargaining unit employees hired on or before the first day of the academic year shall receive 15 days of sick leave. Bargaining unit employees hired after the first day of the academic year and before the first day of the second semester shall receive 7.5 days of sick leave.

B. A maximum of fifteen (15) days family sick leave may be utilized per year for illness, surgery, or medical/dental appointments in the immediate family. Family Sick Leave will be charged against the employee's accrued sick leave balance. The Superintendent-Director may authorize up to an additional five (5) days to be deducted from the employee's accrued sick leave for extraordinary circumstances requiring the employee to care for a critically ill spouse/child or parent. Any such request may be submitted in writing to the Superintendent-Director and documentation may be required.

If an employee is absent three (3) or more consecutive days or if an absentee pattern exists, the employee may be required by the Superintendent, and/or his designee, to submit medical evidence indicating his/her ability to verify the employee's illness and/or return to work.

C. **Sick Leave Bank**

1. **Funding**

   a. A sick leave bank shall be established with mandatory contribution of one such day from each employee's (teachers) own accumulation.

   b. Each subsequent August (or see 1.c. and 1.d.) another sick day from each employee's own accumulation will be placed into the Sick Bank.

   c. In the event that the Sick Leave Bank runs out of days, then section 1.b. above will be reapplied.

   d. In the event that the Sick Leave Bank exceeds a balance of over 400 days in a given August, then section 1.b. will not be applied.

2. **Sick Leave Bank Committee**

   a. A Sick Leave Bank Committee shall be established consisting of four (4) members. Two members shall be appointed by the Association and two members shall be appointed by the School Committee.

   b. All requests for days from the Bank shall be accompanied by medical evidence indicating the requesting employee's (teacher) inability to perform his/her normal duties.

   c. Upon majority vote of approval, the Sick Leave Bank Committee may grant five (5) to a maximum of thirty (30) sick leave bank days to each individual request. Also see maximum eligible allotments as put forth in Section C.3(a).

   d. If more than thirty (30) days are needed, then the employee must reapply under 2.c. above.
e. The decision of the Sick Leave Bank Committee is final and binding and not subject to the Grievance Procedure. An unfavorable response for sick leave bank days may be resubmitted to the Sick Leave Bank Committee upon availability and receipt of additional medical evidence.

3. Eligibility

   a. The employee (teacher) will be eligible for the sick leave bank benefits upon completing one (1) year of service. The individual may draw from the sick leave bank up to 100 days over a two year school period, with the measurement period defined as the current and prior fiscal years. The employee (teacher) must have or will have exhausted all of his or her own accumulated sick leave.

   b. The employee (teacher) must submit medical evidence indicating his or her inability to perform normal duties for a minimum of five (5) work days.

   c. The employee (teacher) is only eligible to make requests for their own illness/injury, and not for immediate family member illness/injury.

   d. The Sick Bank is intended for short term illness/injuries of the employee not to exceed 90 days. The District provides access to Long Term Disability insurance in order to cover longer term illness/injuries that are expected to extend beyond 90 days.

   e. A written account of number of accumulated sick days shall be provided annually to each teacher.

ARTICLE XVII - FAMILY AND MEDICAL LEAVE

The District shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the District’s FMLA Policy for eligible employees.

ARTICLE XVIII - SPECIAL LEAVES

A. Bereavement Leave:

Contract employees will be entitled to the specified number of days of leave without the loss of pay due to the death and attendance at funeral services for persons in the employee’s immediate family. Such immediate family shall include:

1. Five (5) days of leave for mother, father, spouse, and child only.

2. Three (3) days of leave for mother in-law, father in-law, or employee’s and/or spouse’s brother, sister, grandfather, grandmother, or a familial relationship which is uniquely personal to an individual employee, such as a person or persons who stood in place of a parent(s) during formative years.
B. **Personal Leaves:**

Teachers will be entitled to a maximum of three (3) days leave, taken consecutively or staggered, for the following reasons:

1. Observance of a religious holiday(s), attending to pressing personal, legal or business matters which cannot be conducted at any other time, household or family emergencies, mandatory attendance at a Trial or Hearing.

2. Attendance at a graduation, ordination, wedding, confirmation, bar/bat mitzvah, et al., in which the spouse or child of the teacher requesting said leave is a participant.

3. Attendance at a funeral of an employee's and/or spouse's aunt, uncle or individual representing a close personal relationship to the teacher.

Such time will be prorated for part time employees. Bargaining unit employees hired on or before the first day of the academic year shall receive 3 days of personal leave. Bargaining unit employees hired after the first day of the academic year and before the first day of the second semester shall receive 1.5 days of personal leave. Bargaining unit employees hired after the first day of the second semester and before April 15th shall be eligible for 1 personal day. For overall consistency in recordkeeping of attendance each single event fractional day use of personal time shall be rounded up and recorded and charged at no less than one-half personal day.

C. **Military Leave:**

1. Any employee who is a member of a reserve military force who is ordered to attend military training or to perform other military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year.

2. Employees called to active military service will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

Subject to the laws of the Commonwealth of Massachusetts, a teacher on military leave of absence may elect to continue group insurance coverage.

D. **Maternity Leave:**

Leave for child bearing purposes will be allowed for full time teachers who are the biological or legally adoptive parents and are under contract to the District upon satisfaction of the following conditions:

1. **Childbearing Leave:**
   a. A teacher/instructor shall notify the Superintendent-Director in writing of an impending birth/adoption not less than thirty (30) days, except in cases of emergency, prior to the anticipated date of departure. For staffing alignment purposes, a teacher/instructor is asked to indicate the anticipated commencement and conclusion dates of such leave.
b. A pregnant teacher may continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Superintendent-Director may require medical evidence of the teacher’s ability to continue employment.

c. A teacher who desires to return as soon as possible after conclusion of pregnancy/adoption will be allowed up to eight (8) weeks leave pursuant to M.G.L., c.149, § 105D and, upon returning to work, will be guaranteed the same or equivalent position held at the time the leave commenced. In the event the birth/adoption takes place during a vacation period, the eight weeks will commence with the date of birth/adoption.

d. In compliance with Massachusetts laws and regulations a teacher may use accumulated sick leave for disability resulting from pregnancy and childbirth. The Superintendent-Director may require medical evidence of such disability.

2. Child Rearing Leave:

a. Following the completion of any leave taken pursuant to (1.a.) above, the teacher/instructor, upon written notification to the Superintendent-Director, shall be granted an unpaid leave for the remainder of the school year.

b. A one-year extension of unpaid child rearing leave shall be granted provided that written notification is made to the Superintendent-Director not later than April 1st.

c. While on leave, an employee may continue coverage under the District's Group Health Insurance Program, provided that the individual pays the entire cost thereof per appropriate state statute. Personal days and other fringe benefits will not apply when on such leave.

d. Upon returning to work, an employee will be assigned the same or equivalent position held at the time the leave commenced.

e. A teacher/instructor returning to the system following approved leave shall advance to the next step of the salary schedule in the subsequent school year provided that the teacher had been employed by the District for at least ninety (90) contact days in the year in which leave was taken.

E. Jury Duty Leave:

Bargaining unit members who serve jury duty shall be paid in accordance with Massachusetts law. If school is in session while a bargaining unit member serves jury duty, a bargaining unit member who serves as a juror shall be paid the difference between his/her regular salary and all payments received for jury service, exclusive of any travel allowance.

F. Notices:

1. In all cases of Special Leave, except household or family emergencies, notices shall be given to the Superintendent or his designee at least forty-eight (48) hours prior to taking the leave. In cases of household or family emergency, notice shall be tendered as early as possible following the emergency.
2. In all cases regarding Personal Leave, the Superintendent may extend the number of days allowed, when in his judgment additional leave is warranted and provided a written request for additional leave was filed with the Superintendent or his designee at least forty-eight (48) hours prior to taking the leave. In the event additional leave is taken without complying with the foregoing notice, such unauthorized leave may subject the individual to such disciplinary action as the appointing authority may determine. The teacher shall be granted a hearing to show cause why such disciplinary action should not be invoked. Nothing herein contained, however, shall preclude the Superintendent from waiving such violation when in his best judgment disciplinary action would not be warranted or justified.

3. In cases of absence caused by household or family emergency, the requirement for prior notification is delayed, provided a full explanation is made to and accepted by the Superintendent immediately upon return to work.

ARTICLE XIX - NON-PAID AND UNAUTHORIZED LEAVE

In case of absence for reasons other than those covered by Article XVI and Article XVIII of this Agreement, approval must be secured in advance from the Superintendent-Director. In such cases of excused absences, 1/195 of the annual salary will be deducted for each day.

In the event unexcused or unauthorized leave is taken without notification, such unauthorized leave may subject the individual to such disciplinary action as the Superintendent-Director may determine.

ARTICLE XX - PROFESSIONAL LEAVE

Teachers who have been employed by the Blackstone Valley Vocational Regional School District for seven (7) years or more, may be granted by the Superintendent a leave of absence not to exceed one (1) year for study and/or research in an area which will be conclusively demonstrated to be of benefit to this school system.

Formal application, specifying the reason(s) and all pertinent details associated with the request for leave, must be received six (6) months prior to January 1st of the year in which leave would take effect. In no case will such leave be granted during the school year which is underway. No more than two percent (2%) of the teaching staff will be granted such leave in any school year.

A teacher on professional leave shall receive full pay for a leave of one (1) semester (one half year) or half pay for an entire year of leave, provided that such pay when added to any grant or stipend will not exceed the contracted annual salary and/or an amount annually pro-rated, for a leave of one (1) semester only. A teacher returning from leave shall be placed on the step of the salary schedule he or she was on, but shall be placed in the advanced level attained as a result of the satisfactory completed program associated with the professional leave.

While on professional leave the teacher concerned shall submit quarterly progress reports (i.e., 4 reports for a full year; 2 reports for a half year) to the Superintendent. A teacher receiving professional leave shall sign an agreement to return to the school system for twice the amount of time for which the leave was granted in accordance with Chapter 71, Section 41A, of the General Laws of Massachusetts. Failure to do so will cause the party to refund to the School District an amount equal to such proportion of salary
received by him or her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered (twice the amount of time for which the leave was granted). The total refund shall be paid within the year that agreed service was not rendered.

ARTICLE XXI - ASSOCIATION PRESIDENT LEAVE

The Superintendent shall allow the President and/or designee of the Teachers’ Association three (3) days per school year of release time for the expressed purpose of conducting MTA business and/or MVA business which can only be accomplished during times when school is in session.

The President of the Association shall inform the Superintendent of his or her need for release time as soon as the need is known and in all cases, notice of at least twenty-four (24) hours prior to conducting the business shall be provided.

A reciprocal understanding shall apply in the event the School Committee, through the Superintendent, should request the President's services with regard to MTA and/or MVA business.

ARTICLE XXII - PROFESSIONAL IMPROVEMENT AND REIMBURSEMENT OF TUITION FOR APPROVED COURSES

Any teacher under contract with the School District shall fulfill professional improvement as prescribed by the Board of Education.

Each vocational instructor within a two (2) year period must fulfill the requirements as prescribed by the Board of Education until said teacher reaches the highest step for his or her level of preparation.

Each Academic teacher within a two (2) year period must either complete a three (3) credit course or attend the Summer Conference until said teacher reaches the highest step for his or her level of preparation.

A. Courses taken for credit and reimbursement must be submitted in writing to and approved by the Superintendent on the provided form entitled "Course Approval" before starting the course.

1. Courses shall be approved which are part of a prescribed program leading to an advanced degree, specialized certificate or for the maintenance of approval status.

2. Approval may be given for elective courses or courses which are not part of a prescribed program not related to subject(s) taught at this school but are taken in preparation for supervisory or administrative positions.

B. Reimbursement for approved courses is contingent on the following:

1. Proof that the approved course(s) was satisfactorily completed with a minimum of grade letter C or equivalent.

2. Submission of a canceled check(s) or receipt(s) from the institution or agency which provided the course.
3. The District will reimburse a bargaining unit member for courses and resource materials and/or lab fees directly associated with the taking of course(s) to a maximum of $1,500.00 per fiscal year.

4. Reimbursement shall be made within thirty (30) days following submission of proof of satisfactory completion of the course(s) and monetary expenditures related thereto.

Curriculum revision, sanctioned by the Superintendent, which is accomplished during the summer vacation may be substituted for course credit. Likewise, attendance at the annual Professional Improvement Conference will be honored. Reimbursement for either of the above shall be calculated at a rate with aforementioned credit rate schedule.

Consistent with the total quality management and constant improvement approach adopted system wide, all employees covered by this agreement shall strive to complete a minimum of sixty (60) hours of professional development, outside the school day, each school year.

**ARTICLE XXIII - VACANCIES AND NEW POSITIONS**

Whenever a new position(s) or vacancy(ies) occurs during the school year, each teacher under contract will be notified that an opening(s) exists. The new position(s) or vacancy(ies) will be advertised by means of a job posting placed in the Job Posting Binder in the main office and via staff email. During summer vacations, all personnel will be notified by e-mail.

A notice will consist of: Job Title, description, duties and responsibilities, qualifications, compensation, duration. It will contain: the date of posting, application deadline (date), person to whom application is made and signature of authorized person.

New positions will be advertised a minimum of ten (10) days.

Personnel concerned, who have made formal and written application, upon request, shall be given the opportunity for interview or clarification with either or both the Superintendent or Assistant Superintendent-Director during the period of time the position(s) is advertised.

The appointing authority agrees to give due weight to each applicant's professional background, qualifications, length of time employed by the District and other relevant factors prior to appointment.

When in the opinion of the appointing authority, all factors are substantially equal, preference will be given to the applicant already employed by the appointing authority. In the event that there are no applicants from the ranks of this school's faculty, the appointing authority will exercise his/her judgment to appoint a suitable person recommended by the Superintendent.

**ARTICLE XXIV - TRAVEL**

A. Teachers will not be required to use their own vehicles to drive pupils to activities which take place away from the school building.
B. If a teacher agrees to use his/her own vehicle on school business, he/she shall be compensated at the current rate established by the School Committee provided such vehicle use has the approval of the Superintendent or his/her designee.

C. Instructors who at different times have to travel to the regional towns or elsewhere for the purpose of figuring job costs shall not be compelled to do so on their own time. The District will make available such time during school hours for teachers and/or students to figure costs and materials of such jobs.

ARTICLE XXV - MEDICAL COVERAGE

The parties acknowledge that as of the execution of this Agreement, the District does not offer a health indemnity plan. Should the District provide a health indemnity plan, the District will contribute 70% toward the premium of the health indemnity plan in accordance with Chapter 32B of the Massachusetts General Laws.

Health and dental insurance benefits, including the amount and structure of co-payments, are mandatory subjects of bargaining pursuant to Chapter 150E of the Massachusetts General Laws and, accordingly, any changes in these benefits implicate bargaining rights and duties pursuant to Chapter 150E.

The District agrees to provide HMO coverage as provided by the Fallon Community Health Plan or the Harvard Pilgrim Health Care, as selected by each eligible employee in accordance with Chapter 32B, provided the District may change HMO providers and plans subject to bargaining with the Association to the extent required by law.

The District agrees to make available a dental plan(s) for which employees shall be responsible for 100% of the cost including, but not limited to, all premiums and co-payments for such plan(s) provided the District may change dental care providers and plans subject to bargaining with the Association to the extent required by law.

The District agrees to implement teacher health insurance contributions on a pre-tax basis to the extent permitted by state and federal law.

The District also agrees to make a Medical Care Assistance Plan (i.e., medical flexible spending account) and a Dependent Care Assistance Plan (i.e., a dependent care flexible spending account) available.

Through the District’s participation in the Massachusetts Education and Government Association Workers’ Compensation Group, Inc., the District will make available an Employee Assistance Plan as long as there is no cost to the District.

The District also agrees to make available a long term disability insurance plan with 30-day and 90-day options for which employees shall be responsible for 100% of the cost. The District's obligation to provide such a plan shall be contingent upon achieving a seventy percent (70%) participation rate, as required by the insurance provider.
ARTICLE XXVI – IDENTITY PROTECTION PROGRAM

The District agrees to make available an identity protection program for employees and their family which employees shall be responsible for 100% of the cost.

ARTICLE XXVII - DUES DEDUCTION

The District agrees to deduct from the salaries of association members’ dues for the Blackstone Valley Vocational Regional Teachers' Association, Massachusetts Teachers' Association, and/or the National Education Association, or any one of such Associations as said teachers individually and voluntarily authorize the District to deduct, and to transmit the monies promptly to such Association or Associations. Teacher authorization will be in writing to the form set forth below:

"DUES AUTHORIZATION CARD"

Name __________________________________________________________

Address _________________________________________________________

I hereby request and authorize the Blackstone Valley Vocational Regional School District to deduct from my earnings and transmit to the Associations checked below an amount sufficient to provide for regular payment of the membership dues as certified by such Associations in equal installments to be determined each year. I understand that the District will discontinue such deductions only if I give the District sixty (60) days written notice to do so. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the District and all officers from any liability therefore.

Teacher Organization:

☐ Blackstone Valley Regional Vocational Teachers' Association

☐ Massachusetts Teachers' Association

☐ National Education Association

☐ Massachusetts Vocational Association

Dated: ___________________ Teacher's Signature ________________________
ARTICLE XXVIII - REDUCTION IN STAFF

The School Committee, in carrying out its responsibilities and duties in accordance to the General Laws of the Commonwealth of Massachusetts, shall discharge such responsibilities and duties as they deem in the best interest of the School District.

During a planned reduction in staff, the following procedures will be used:

1. When possible, staff reductions will be accomplished through attrition of staff.

2. Teachers without professional teacher status will be terminated prior to teachers with professional teacher status provided the latter are qualified to fill the eliminated position(s).

3. Teachers with professional teacher status with the least amount of years of service shall be released.

4. Among factors to be considered in the termination of teachers with professional teacher status with equal years of service will be ability and competency.

Any teacher affected by a reduction in staff shall be notified no later than June 15th of the school year preceding the year in which the reduction will take place. Said notification shall include a statement that the reason for dismissal is the reduction of teaching positions.

When personnel are hired into areas previously reduced, preference will be given to personnel previously terminated under this section.

Nothing in this Article shall limit the right of the Appointing Authority to terminate the employment of any teacher under Massachusetts State Law including, but not limited to, terminations for cause and layoffs.

ARTICLE XXIX - HEALTH AND SAFETY

All teachers, students and employees have a right to a healthy and safe school environment. To that end, the District agrees that standards regarding public vocational schools set forth by the Commonwealth of Massachusetts will be adhered to. Furthermore, the District agrees to provide the Association with results of air and water quality testing, along with ventilation system testing, after their regularly scheduled maintenance.

ARTICLE XXX - PROFESSIONAL STANDARDS EVALUATION AND APPENDIX A.

The evaluation process will be conducted in accordance with APPENDIX A.
ARTICLE XXXI - NON-DISCRIMINATION

The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation (as defined by law), age (as defined by law), race, color, religion, handicap, national origin, genetic information, military status as defined by c. 151B, or other legally protected class.

ARTICLE XXXII - DURATION

This Contract shall remain in force for a three-year period commencing July 1, 2020 and ending June 30, 2023.

In the event that negotiations on a successor agreement are not completed by June 30, 2023 then the terms and conditions of the Agreement will continue in full force and effect until a successor agreement is executed.

IN WITNESS WHEREOF the parties to this Contract have caused these present to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto as of the date first written above.

SIGNATURES ON NEXT PAGE
THIS MEMORANDUM OF AGREEMENT is subject to ratification by the Blackstone Valley Vocational Regional School District Committee and the Blackstone Valley Regional Vocational Technical High School Teachers’ Association.

THIS AGREEMENT has been duly executed by the authorized representatives of the Blackstone Valley Vocational Regional School District Committee and the Blackstone Valley Regional Vocational Technical High School Teachers’ Association.

Blackstone Valley Vocational Regional School District Committee
Negotiations Subcommittee
By:

Gerald M. Finn, Chair
Joseph M. Hall
Joseph A. Broderick
Anthony M. Yatts
Chester P. Hanratty, Jr.
Jamie Kelley, Municipal Representative (Millbury Town Manager)

Blackstone Valley Vocational Technical High School Teachers’ Association Executive Board
By:

Michael Norton, President
Michael Swift
Barry Coonan
Jennifer Garrison
Caitlin Forget
James Woodward
Elizabeth Grimes
Joseph Corriveau
Danielle Miles

Date: June 18, 2020

Date: June 17, 2020
Memorandum of Agreement – Page 7

RATIFIED:

Blackstone Valley Vocational Regional
School District Committee

Joseph M. Hall, Chair
Joseph A. Broderick
John C. Lavin, III
Anthony M. Yee
Mitchell A. Mlinarelli
Dennis P. Braun
Faul J. Altara
Chester P. Hanratty, Jr.
Gerald M. Finn
Jeff T. Koopman
Julie H. Mitchell
David R. Bartlett
James H. Ebbeling

Blackstone Valley Vocational
Technical High School Teachers’
Association Executive Board

Michael Norton, President
Michael Swank
Barry Coonan
Jennifer Garrison
Caitlin Forget
James Woodward
Elizabeth Grimes
Joseph Corriveau
Danielle Miles

June 18, 2020
Date: 

June 17, 2020
Date: 

[Signature to Support]
[Handwritten Note]
Appendix A

FORM A  BVT Model Evaluation Contract Language
Appendix B

Form B-1 Leave Request Form
Leave requests are now processed electronically. Leave requests which include sick (when known in advance), professional development, school business, vacation, unpaid absences and jury/military situations can be accessed via the Infinite Vision link on your computer “desktop” screen.

Form B-2 Personal Leave Request
Personal leave requests are now processed electronically and can be accessed via the Infinite Vision link on your computer “desktop” screen.

Form B-3 Course Approval Form
This form, utilized for advance college course approval, must be processed in advance of course commencement.

Form B-4 Professional Development Form
This non-mandated form is utilized by teachers to indicate their annual professional development plan. It is particularly helpful in reserving budgetary allocations, deploying substitutes, improving instruction and shaping recertification strategies.

Attachment A Agency Service Fee Deduction Authorization
To: Dr. Michael F. Fitzpatrick, Superintendent-Director

I hereby request approval to take the following course(s) for my professional improvement.

Has this course or its equivalent been completed previously? __Yes __No

<table>
<thead>
<tr>
<th>COURSE No.</th>
<th>Credit Hours</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTITUTION:</td>
<td>TERM:</td>
<td>(providing course)</td>
</tr>
<tr>
<td>COURSE COMPLETED:</td>
<td>Satisfactorily</td>
<td>Unsatisfactorily</td>
</tr>
</tbody>
</table>

Please attach course description

---

<table>
<thead>
<tr>
<th>COURSE No.</th>
<th>Credit Hours</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSTITUTION:</td>
<td>TERM:</td>
<td>(providing course)</td>
</tr>
<tr>
<td>COURSE COMPLETED:</td>
<td>Satisfactorily</td>
<td>Unsatisfactorily</td>
</tr>
</tbody>
</table>

Please attach course description

---

Name ___________________________________________ Department ____________________________

Signature ____________________________________________ Date ____________________________

APPROVALS:

Coordinator/Supervisor ____________________________________________ Date ____________________________

Assistant-Superintendent Director/Principal ____________________________________________ Date ____________________________

Superintendent-Director ____________________________________________ Date ____________________________

Important Reminder: Per the Teachers’ Agreement, courses taken for credit and reimbursement must be submitted on this form and approved by the Superintendent-Director prior to starting the course or they will not be eligible for reimbursement.
BLACKSTONE VALLEY VOCATIONAL REGIONAL SCHOOL DISTRICT
Upton, Massachusetts

Professional Development Agreement

---

NAME

Part I
Rationale: Please share a brief overview of the new skills which will be acquired as a result of the proposed plan identified below.

---

Part II
Please specify plan(s) for professional growth by checking all categories which apply:

OPTION A

☐ Formal non certification/approval coursed work at accredited college/university (attach description of course(s))

<table>
<thead>
<tr>
<th>College</th>
<th>Course</th>
<th>Credit hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>College (if not same as above)</td>
<td>Course</td>
<td>Credit hours</td>
</tr>
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<td></td>
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</tr>
</tbody>
</table>

OPTION B

☐ Mentoring, practicum, internship or practice teacher or other field based supervision
   (Please attach descriptive information)

OPTION C

☐ Non school time workshops, seminars, conferences (attach descriptions)

<table>
<thead>
<tr>
<th>Title</th>
<th>Contact hours</th>
<th>Sponsoring Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td>Contact hours</td>
<td>Sponsoring Agency</td>
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<tr>
<td></td>
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<td>Sponsoring Agency</td>
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</tbody>
</table>

Each professional employee shall strive to complete sixty (60) hours of professional development each school year. The purpose of high quality professional development is to enhance student learning by promoting increased knowledge and skills via the acquisition of additional competencies by educators and other members of the educational community. High quality professional development provides a wide variety of opportunities for ongoing growth. Professional improvement training strengthens an individual’s ability to perform as an educator and promotes coherent, systemic approaches to improving teaching and learning continuously.
### OPTION D
- Computer literacy/Technical Technological (Computer training which upgrades skills)

<table>
<thead>
<tr>
<th>Theme</th>
<th>Contact hours</th>
</tr>
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### OPTION E
- Research project (attach descriptors and anticipated products)

<table>
<thead>
<tr>
<th>Theme</th>
<th>Contact hours</th>
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<tbody>
<tr>
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### OPTION F
- Outside work in approval or certification specialization area (Specify new skills to be mastered. This option cannot be used to simply enhance wage earning).

<table>
<thead>
<tr>
<th>Theme</th>
<th>Contact hours</th>
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### OPTION G
- Writing/Publishing (papers, articles, books, etc.)

<p>| |</p>
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</table>

### OPTION H
- Other (School related project beyond regular school time)

<table>
<thead>
<tr>
<th>Theme</th>
<th>Anticipated Hrs/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

### Part III
- Submitted by candidate on ______________  YEAR
- Discussed and approved by ______________ on Supervisor
- Reviewed and approved by Asst. Superintendent/Principal on
- Submitted to Superintendent/Director for personnel file entry with copy to candidate on

*If additional space is required include attachments.*