

AGREEMENT

between the

DIMAN TEACHERS ASSOCIATION, INC.

and the

GREATER FALL RIVER VOCATIONAL SCHOOL DISTRICT COMMITTEE

for the period

SEPTEMBER 1, 2018 through AUGUST 31, 2021

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PREAMBLE

THE GREATER FALL RIVER VOCATIONAL SCHOOL DISTRICT COMMITTEE and the DIMAN TEACHERS ASSOCIATION, INC. acknowledge that the Committee has complete authority over policies and administration of the school which it exercises by law and that the vehicle of collective bargaining will provide the teachers with a better opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the Committee with the goal of assisting in solving the growing problems inherent in the advancement of vocational-technical education.

That each student is entitled to instruction by personnel professionally qualified and adequate in number in order that education of the highest quality may be the effective result; that more attention should be devoted to the constructive guidance of leisure time and in-school time activities of students; that commensurate with quality education is the need for good morale within the teaching staff and that both the Committee and the Association view the consideration of matters of mutual concern as a joint responsibility.

The "Committee" refers to the Greater Fall River Vocational School District Committee and the "Association" refers to the Diman Teachers Association in this Agreement.

MANAGEMENT'S RIGHTS CLAUSE

The Employer is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from the powers and responsibilities of the Employer under said statutes or the rules and regulations of agencies of the Commonwealth. The Employer retains those rights, powers, and duties it now has, may be granted, or have conferred upon it by law unless modified or changed by this Agreement.

ARTICLE I

RECOGNITION

- 1.0 The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of all professional status teaching employees, teaching employees without professional status while pursuing such professional status, department heads engaged in teaching and supervision on a regularly scheduled basis, and guidance counselors of the Greater Fall River Vocational School District who are employed by the District on an annual basis and are eligible for and/or hold a legal teaching certificate recognized by the Division of Occupational Education and/or State Department of Education. The Superintendent-Director or his/her designee reserves the exclusive right to promote or demote teachers as department heads and to set the duties of said department heads and these rights will not be negotiable with the Association and are not covered by the grievance procedure listed in Article III, provided that such rights do not conflict with any part of this contract. The Superintendent-Director or his/her designee will give a hearing to a department head considered for demotion prior to the actual notification of such demotion under M.G.L.C71, S42 and said department head shall be entitled to Association representation.

- 2.0 In addition, the Association is recognized as the bargaining agent for the School Nurse and the Library Teacher. The School Nurse and the Library Teacher shall not be assigned any courses to teach but may be required to provide instruction on specific topics related to their roles in support of instruction and learning. The School Nurse and Library Teacher shall be eligible for the academic credit stipends contained within Appendix A.
- 3.0 The Committee and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, religion, creed, sex, national origin, marital status, age, handicap, or sexual preference.
- 4.0 All positions filled after July 1, 2006 which do not require certification will not be part of the bargaining unit.

ARTICLE II

NEGOTIATION PROCEDURE

1.0 Regular Negotiations

- 1.1 Either party may initiate negotiations for a successor Agreement to this contract provided notice of such intent shall be given in writing on or before the fifteenth of September of the school year in which the Agreement is to expire and negotiations shall commence no later than the fifteenth of November of that year. The parties will exchange proposals for changes to the Agreement at the first bargaining session; and except by mutual agreement, no new proposals shall be proposed by either party after the second bargaining session.

In the event that negotiations for a successor Agreement are still in progress on the agreed upon notification date, the parties shall be granted thirty (30) days from the signing to notify the other party of their intent to initiate negotiations for the following year. Said negotiations shall take place not later than sixty (60) days following the notification and the above procedures shall be followed.

- 1.2 During negotiations, the Committee and Association will present relevant data, exchange points of view and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 1.3 If negotiations between the Committee and the Association result in an impasse, or if the Association is dissatisfied with the progress of negotiations with the Negotiation Committee, the Association may so notify the Committee in writing and will have the right to negotiate directly with the Committee in good-faith effort to reach agreement.
- 1.4 If negotiations between the Negotiating Committee and the Association result in an impasse or if the Negotiating Committee is dissatisfied with the progress of negotiations with the Association, the Negotiating Committee may so notify the

Association in writing and will have the right to present its counter-proposal to and negotiate directly with the Executive Board of the Teachers' Association in good-faith effort to reach agreement.

- 1.5 If the negotiations described in this Section 1.0 have reached an impasse, the procedure described in Chapter 150E of the General Laws will be followed.
- 1.6 The Committee agrees not to negotiate with any teachers' organizations other than that designated as the exclusive bargaining agent pursuant to Chapter 150E of the General Laws. The Committee further agrees not to negotiate with any teacher organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.

2.0 New Negotiations

- 2.1 In the event that either the Committee or the Association desire to make any proposal the subject of which is not covered by the terms of this Agreement, they may submit such proposal in writing to the appropriate receiver. For the Committee, it will submit the proposal to the President of the Association. For the Association, it will submit the proposal to the Chairman of the Committee. A subsequent meeting will be arranged by mutual agreement for both parties to discuss the proposal.
- 2.2 The receiving party will acknowledge receipt of the proposal in writing within three (3) days. The Negotiating Committee, as here before appointed, and the Association will arrange for a mutually satisfactory time and place for a meeting to negotiate the proposal within fifteen (15) days after receipt of the proposal unless the Negotiating Committee and the Association mutually agree to an extension of time for such meeting. During the initial and subsequent negotiation meetings, the Negotiating Committee and the Association will present relevant data, exchange points of view and make proposals and counter-proposals. The Negotiating Committee will make all pertinent records and information within its possession available to the Association. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- 2.3 If an agreement is reached, it will be presented to the full Committee and General Body of the Association as a joint recommendation of the Negotiating Committee and the Association, if the matter is one upon which Committee action is necessary. If the Committee disagrees with such joint recommendation, or if the Association disagrees with such joint recommendation, it will not be rejected without further negotiation in good-faith effort to resolve the disagreement.
- 2.4 Before the Committee adopts a change in policy, which affects wages, hours or Agreement and which has not been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee provided that it

files such a request with the Committee within five (5) days after receipt of said notice.

2.5 Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association and will become an addendum to this Agreement.

3.0 Special Negotiations

3.1 In the event the Committee desires to make application for grants pursuant to federal and/or state laws and the provisions of these grants conflict with the provisions of this Agreement, it is agreed that the negotiation procedures set forth in Section 2.0 above shall be followed to resolve the conflict. Both the Committee and the Association agree to shorten the timetable set forth as necessary to comply with time requirements in making or processing applications for the grants under the federal or state laws. In such cases, the Negotiating Committee will notify the Association in writing that such a situation exists at least five (5) days prior to the submission date of the grant in question.

4.0 Proposed Contract Changes

4.1 All proposals for changes to the existing Agreement shall contain an addendum that spells out in detail all additions, deletions or revisions and the reason for such changes. Any proposals submitted to cover areas not contained in the Agreement shall also include the reason for such changes.

5.0 If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary to permit their participation in such meetings.

ARTICLE III

GRIEVANCE PROCEDURE

1.0 Definitions

1.1 A "grievance" is a claim based upon an event or condition, which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

1.2 An "aggrieved person" is the person or persons making the claim.

1.3 A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

2.0 Purpose

- 2.1 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.
- 2.2 Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any 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.

3.0 Rights of Teachers to Representatives

- 3.1 No reprisals of any kind will be taken by the Committee or by any member of the administration against any party in interest, any School Representative, any member of the Professional Rights and Responsibilities Committee, or any other participant in the grievance procedure by reason of such participation.
- 3.2 Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association, the Massachusetts Teachers Association (MTA) or the National Education Association (NEA). When a teacher is not represented by the above Associations, the above Associations shall have the right to be present and to state their views at all stages of the grievance procedure.

4.0 Procedure

- 4.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual Agreement.
- 4.2 In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

5.0 Procedure Levels

5.1 Level One

- 5.1.1 A teacher with a grievance will first discuss it with his/her department head or immediate supervisor, either directly or through the Association's School Representative, with the objective of resolving the matter informally. If the grievance is to be rejected at this level after the informal

discussion with the department head or immediate supervisor, the grievance shall be presented in writing and a written answer must be provided within five (5) school days by the department head or immediate supervisor.

5.2 Level Two

- 5.2.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she shall file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") within five (5) school days after the decision at Level One. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee will refer it to the Superintendent-Director.
- 5.2.2 The Superintendent-Director will represent the Administration at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent-Director, the Superintendent-Director will meet with the aggrieved person in an effort to resolve it.
- 5.2.3 If a teacher does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent-Director within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

5.3 Level Three

- 5.3.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after he/she has first met with the Superintendent-Director, he/she shall file the grievance in writing with the Chairman of the PR&R Committee within five (5) school days after a decision by the Superintendent-Director or ten (10) school days after he/she has first met with the Superintendent-Director, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee will refer it to the Committee by submitting it in writing to the Superintendent-Director. Within twenty (20) school days after the written grievance has been submitted to the Superintendent-Director, the Committee will submit to the Teachers' Association a written decision on the grievance. Within these twenty (20) school days, the Committee will meet with the aggrieved person for the purpose of resolving the grievance, if possible, at this level.

5.4 Level Four

- 5.4.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within twenty (20) school days by the School Committee after the grievance was submitted in writing to the Superintendent-Director for the Committee, he/she may, within five (5) school days after the decision has been rendered or after twenty (20) school days has passed since the grievance was filed with the Superintendent-Director for transmittal to the Committee, whichever is sooner, request in writing to the Chairman of the PR&R Committee to submit his/her grievance to arbitration. If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- 5.4.2 Within ten (10) school days after such written notice of submission to arbitration, the Sub-Committee and the PR&R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The rules and procedures will bind the parties of the American Arbitration Association in the selection of an arbitrator.
- 5.4.3 The arbitrator so selected will confer with representatives of the Committee and the PR&R Committee and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law or which is violation of the terms of this Agreement. The decision of the arbitrator will be submitted to the Committee and to the Association and will be final and binding.
- 5.4.4 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 Committee and the Association.

6.0 Miscellaneous

- 6.1 If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent-Director and the processing of such grievance will be commenced at Level Two. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

- 6.2 Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered at Level Four will be in accordance with the procedure set forth in Section 5.4.3.
- 6.3 All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 6.4 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent-Director and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure (Appendix J).
- 6.5 All Level One and Two grievance procedures shall be conducted during school hours at a time, which will not disrupt the teaching of a class. For academic and shop related teachers this should be during their preparation period. In the case of shop instructors, the necessary time will be arranged by the department head and/or the coordinator. Level Three grievance procedure will be conducted after school hours at the mutual convenience of both parties. Level Four grievances will be conducted at a time mutually agreeable to both parties.

ARTICLE IV

SALARIES

- 1.0 The salaries of all persons covered by this Agreement are set forth in Appendices A, B, C, D, H, and L, which are attached hereto and which are made a part hereof.
- 2.0 All teachers whose job requirements are set forth by the Division of Occupational Education shall be placed on the Basic Vocational and Technical Salary Schedule at the degree credit level achieved by said persons. All other persons shall be placed on the Basic Academic Salary Schedule at the degree credit level achieved by said person. All other teachers and guidance counselors shall be placed on the Academic Salary Schedule at the degree credit level achieved by said person.

The School Nurse and Library Teacher shall be eligible for the academic credit stipends contained within Appendix A for the academic courses and degrees completed.

- 3.0 All persons on the Salary Schedules (Appendix A & B) will be paid twenty-six bi-weekly installments during the period from the beginning of the work year through August 31. However, a person may elect to receive a check equal to the four (4) last payments due. Said lump sum payment for the last four (4) payments will be distributed not later than the last weekday of June. To qualify for the lump sum payment, a written request must be submitted to the fiscal officer by May 31st of the previous school year. Employees may change their election for future years provided they do so before the start of the new school year.

- 3.1 Extracurricular sports activities shall be paid at the conclusion of each sport season when a complete inventory of equipment has been made and certified by the Athletic Director and all other responsibilities have been fulfilled.
- 4.0 The Committee agrees to adopt the Teachers' Initial Contract and Long Term Contract forms attached hereto as Appendix E.
- 5.0 Work beyond the normal school day authorized in advance by the Superintendent-Director, evening school, and extracurricular activities shall be compensated for as set forth in Appendix D.
- 6.0 Practical nurse faculty required to teach five (5) additional days beyond the regular school year to meet the program's required hours according to the Board of Registration in Nursing will be compensated according to 14.0 of Appendix B, Basic Vocational and Technical Salary Schedule.

ARTICLE V

TEACHING HOURS AND TEACHING LOADS

- 1.0 Work Day
 - 1.1 The work day of teachers will begin 15 minutes before the announced starting time of 7:45 a.m. and will end 15 minutes after the announced ending time of 2:28 p.m.; however, department heads will remain until 2:58 p.m., or begin the work day thirty minutes prior to the announced starting time of 7:45 a.m. Department heads will notify the Superintendent-Director of their choice at the beginning of each year. In addition, teachers, including department heads, will be requested to select one day each week (preferably the same day each week) to remain in school until 3:28 p.m. for the purpose of meeting with students, holding parent discussions and any other activities related to the education of the students. Activities during the after-school period should be scheduled and appointments made so that the teacher can make the most efficient use of such time.
 - 1.2 Said starting and dismissal times are subject to modifications by the Committee provided, however, that no such modifications will increase the length of the teachers' workday. The Committee shall notify the Association five (5) school days prior to any modification.
 - 1.3 At times when students are dismissed early, teachers may leave fifteen (15) minutes after dismissal time unless there is a professional day planned. Such professional days will be announced no less than seven (7) days in advance and shall not be held on the day immediately preceding a holiday, a vacation or on a day in which school is dismissed because of weather conditions. Professional days shall terminate no later than 2:30 p.m. except as provided in Section 3.1 of this article. For purposes of this section, a professional day and a staff meeting shall be synonymous. Professional days shall consist of programming, including but not limited to: professional development, in-services, training, curriculum

development, common planning time, and other tasks associated with professional practice.

- 1.4 Teachers may leave the school grounds during their lunch period provided they sign out and sign back in when they return, in the notebook provided for that purpose.

Teachers may leave the building and go to designated areas without signing in or signing out provided that the teacher is accessible in case of an emergency.

- 1.5 The parties agree that flexible scheduling and/or the creation of flexible scheduled positions may occur only if the teacher volunteers and the workday and/or the total workday of the teacher(s) does not exceed seven (7) hours and fifteen (15) minutes.

- 2.0 Work Year: On the day before Thanksgiving students and teachers are dismissed at 11:00 a.m. Teachers are paid for a full day. The day is considered as six periods.

Example: Absence for the school day = 6/6 (1) absent

- 2.1 The work year of teachers (other than new personnel who may be required to attend additional orientation sessions) shall be 183 days. The work year will begin no earlier than the Tuesday (which shall be teacher orientation day) before the Labor Day holiday and terminate no later than June 30th providing there have been no extenuating circumstances that require make-up days beyond the June 30th date. In no event will the work year be longer than two (2) days more than the number of days students are required to be in attendance as approved by the Committee in the announced school calendar. The Friday prior to Labor Day weekend shall be a non-work day, if the work year begins prior to September 1. The total number of teaching days shall not exceed 181.

The work year shall commence on the following dates for the duration of the agreement:

August 28, 2018 for the 2018-2019 school year;
August 27, 2019 for the 2019-2020 school year;
September 1, 2020 for the 2020-2021 school year.

- 2.2 Department Heads' work year shall begin two (2) days prior to the teacher work year and shall terminate one (1) day after the teacher work year. The work year of the department head may be altered by the Committee, without precedent being set by the Committee, if agreed to by the department head. Department heads will be responsible for checking weekly with coop coordinator and/or employers as to the performance of current students they are employing as well as contacting graduates of their programs to complete state and federal required follow-up reports.
- 2.3 Guidance counselors' work year shall be equal to the teacher work year with the additional duty of: six (6) counselors for two (2) days prior to the start of the

school year. Six (6) counselors for two (2) days immediately following the last day of school.

2.4 Library Teacher Work Year.

2.4.1 The work year of the Library Teacher will be five (5) days longer than the regular school year. The distribution of those five (5) additional days will be similar to the additional days of department heads.

2.4.2 The Library Teacher's work day will be from 7:00 a.m. to 3:00 p.m., with a one-half (1/2) hour lunch period and a 15-minute break in the morning and afternoon.

3.0 Meetings

3.1 Teachers may be required to remain after the end of the regular work day without additional compensation until no later than 3:30 p.m. twice a month to attend staff meetings. Teachers are required to attend regularly scheduled staff meetings unless they are excused by the Principal or are absent from school on the date of the staff meeting.

3.2 After Hours Meetings

Teachers will be required to attend one (1) "Open House"; one (1) "Parent Night" and one (1) "Fall Advisory Board" meeting, as outlined below. Department Heads will be required to attend two (2) "Advisory Board" meetings.

a. **Parent Night**

Parent Night will be a full day of school. Parent Night will be scheduled from 5:30 p.m. – 7:30 p.m. The following Friday, students are dismissed at 12:28 p.m. and teachers are dismissed at 12:43 p.m. The Parent Night dates will be agreed to by the administration and the Executive Board of the Association and the date and time of such meetings will be announced two weeks prior.

Parent Night is to be considered as having 6 periods with 4 periods being the school day and 2 periods being the Parent Night. Absences will be prorated accordingly.

b. **Open House**

The Friday prior to the scheduled Open House shall be an early release day with the students being dismissed at 12:28 p.m. and the teachers being dismissed at 12:43 p.m. The Open House session will be held on a Sunday afternoon with the length of the session not to exceed two hours from 1:00 p.m. to 3:00 p.m.

Open House dates will be agreed to by the Administration and the Executive Board of the Association and the date will be announced at least two weeks in advance.

The Friday prior to Open House is to be considered as having 6 periods with 4 periods being during the school day and 2 periods being the Open House on Sunday. Absences will be prorated accordingly.

c. Advisory Board Meetings/Meet the Teacher Night

The fall Advisory Board meeting date will be a full day of school. The Advisory Board Meeting/Meet the Teacher Night will be scheduled from 6:00 p.m. to 8:00 p.m. The following Friday, students are dismissed at 12:28 p.m. and teachers are dismissed at 12:43 p.m.

Advisory Board Meeting/Meet the Teacher Night dates are to be considered as having 6 periods with 4 periods being during the school day and 2 periods being the Advisory Board Meeting/Meet the Teacher Night. Absences will be prorated accordingly. Advisory Board Meeting/Meet the Teacher Night shall be scheduled on a Thursday.

Example: Absence for the school day = 4/6

Absence for the school day and Parent Night = 6/6 (1) absent

Absence for x periods = x/6 absent

For the spring Advisory Board meeting, students and teachers are dismissed at the regular time. Only Department Heads will be required to attend the spring Advisory Board meeting. The primary purpose of these meetings will be to have the advisory groups and other outside educational leaders review the curriculum, exchange ideas and information on the latest trends in various industries and education.

d. Professional Development

On early student dismissal days for the purposes of professional development, employees covered by this Agreement shall have a twenty-five (25) minute lunch break prior to the start of said professional development.

- 3.3 Department heads may be scheduled for meetings not to exceed two per month, in addition to meetings scheduled under Sections 3.1 and 3.2 above.

4.0 Lunch Period

- 4.1 Teachers will have a duty free lunch period.

- 4.2 Any teacher, serving in an off-campus assignment, who does not receive a duty-free lunch, shall be compensated at one-half (1/2) the night school rate (Appendix D, Section 1.0) for each such non-duty free lunch.

5.0 Breaks

- 5.1 Shop teachers and guidance counselors will have a break in the morning and in the afternoon. Such breaks shall not exceed a maximum of ½ period from time of departure from shop or office.

5.2 Post-graduate teachers will have a fifteen (15) minute break in the morning and fifteen (15) minute break in the afternoon. If a double lunch period is allowed, this shall constitute the requirement of the 15-minute break in the afternoon.

5.3 All academic and shop related teachers may use a ½ period of each preparation period as a teacher's break; such teacher breaks not to exceed two per day.

6.0 Teachers' Workload

6.1 All academic, shop related, and physical education teachers will teach up to a maximum of twenty (20) periods per week. Said teachers may receive additional supervision periods not to exceed a combined load of twenty-two periods per week. Selection of teachers for supervisory periods shall be made from those with the least number of teaching periods whenever possible. All non-scheduled periods are to be utilized as teaching preparation periods. Two (2) cafeteria periods shall be considered as one (1) supervision period. One (1) cafeteria period shall be considered as one-half (1/2) of a supervision period.

6.2 All post-graduate teachers will teach a maximum of thirty-five (35) periods per week.

6.3 All shop teachers will receive two (2) preparation periods per week. All Licensed Practical Nursing instructors shall receive five (5) preparation periods per week.

6.4 Shop related teachers shall be credited with one (1) period on the inverse order list when assigned to their shop.

6.5 Supervision coverage shall be considered as those periods of coverage, which will change on a daily basis and shall be covered on an inverse teacher schedule, whereby those teachers with the least number of assigned periods shall be given supervisory coverages first. Assigned periods shall be considered as those periods that are assigned to the teacher, which will not change on a daily basis (yearly teacher schedule) but may occasionally be altered to reflect teaching and student requirements.

6.6 In-school suspension shall be considered as supervision coverage and will be dealt with on the inverse order teaching schedule.

6.7 If a teacher is absent, a good faith effort will be made by the Superintendent or a designee to replace the absent teacher with a substitute. The Superintendent-Director or his/her designee will maintain a list of at least five available substitutes at all times. Additionally, a list of teachers who volunteer to substitute beyond the maximum teacher load (20+2) will be developed by the Association. Both parties will maintain copies of the lists of substitutes and volunteer teachers.

6.7.1 Volunteers will be called upon to substitute before any teacher is required to cover one additional period per week beyond the maximum teacher load (20+2) . At no time will a volunteer for coverage be assigned more than five (5) out of six (6) periods in one day unless mutually agreed. When a

teacher is required to cover an additional one period above the maximum, the teacher shall be compensated at the following rate:

Effective 9/1/18	\$41.37	per period
Effective 9/1/19	\$41.37	per period
Effective 9/1/20	\$41.37	per period

6.8 The existing system of assigning and covering detention will continue with teachers being compensated at the night school rate. Any substitutions on the assigned schedule of coverage shall be the responsibility of the assigned teacher.

7.0 Extracurricular Activity

7.1 Teacher participation in extra-curricular activities will be strictly voluntary. Compensation for all extra-curricular activities has been provided in Appendix "D" of this Agreement. Advisors and coaches will remain and supervise students involved in their activities until the last student is picked up.

8.0 Supervisory Duties

8.1 Teachers shall be available for supervisory duties and any responsibilities, which will facilitate the educational development of the pupils and promote good order in the school.

9.0 Substitute Teachers

9.1 When a teacher or shop instructor is absent, every effort will be made to provide a substitute as soon as possible. In the case of shop instructors, it is recognized that it is difficult to provide experienced substitutes, and when necessary, temporary mis-assignments of teachers will be made to relieve the teaching workload on the remaining teachers and instructors. When a teacher or shop instructor is absent or out of the area due to a planning period or meeting, another teacher from the inverse order list, or a substitute will replace the teacher or shop instructor.

10.0 Grades

Grades shall be due three (3) school days following the close of the grading period for the semester, but will not be due the day following a scheduled meeting or professional day. This does not apply to the end of the school year.

ARTICLE VI

CLASS SIZE

1.0 The Committee and the Association recognize that class size is an important factor in good education and will, whenever possible, subject to space availability and all other educational considerations, insure that class size is of the most effective nature for both

teacher and student. However, the final decision as to class size will be made by the Committee in the best interests of all.

- 2.0 The present maximum enrollment of twenty-five (25) students per classroom, exclusive of physical education classes, is held to be educationally sound by the Committee.

ARTICLE VII

SPECIALISTS, SPECIAL PROGRAMS, SPECIAL COMMITTEES

- 1.0 The Association will appoint members of the Association to serve on a standing committee in areas such as curriculum, sports, working conditions, etc., said committees to meet with the Superintendent-Director and/or other administrative personnel to discuss matters of mutual concern. Such meetings may be called by the administrator or the Association at a mutually acceptable time. All meetings requested by the Association shall be channeled through the appropriate department head or coordinator. Attendance at the above specified meetings will not relieve any member of the Association of his/her responsibility to attend staff meetings as stated in Article V, Section 3.0 of this contract.
- 2.0 A member of the Committee will be invited to attend all joint meetings of the Association Standing Committee and the Administration. Such meetings should be set at least one week in advance and the Committee so notified of the date and the agenda for the meeting.

ARTICLE VIII

NON-TEACHING DUTIES

- 1.0 The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
 - 1.1 Assignment of teachers for non-teaching duties shall be on a reasonable basis.
 - 1.2 Although teachers may be required to collect and transport money for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the teacher. However, monies collected must be turned into the office at the close of each day and shall, under no circumstances, remain in a teacher's desk overnight.
 - 1.3 Teachers will not be required to drive pupils to extracurricular activities, which take place away from the school building. Teachers may do so voluntarily; however, with the advance approval in writing of the Superintendent-Director or the Assistant Superintendent/Principal and utilizing a school vehicle. In such event, the teacher will be relieved of all personal liability for any accident which may occur in connection with said trip and any liability will be assumed by the District.

1.4 The school nurse shall not be required to drive sick or injured pupils to local hospitals and/or other institutions.

1.5 For any employees hired after July 1, 2012, the following language shall apply:

Those vocational programs that require the teachers and students to do on-site construction-type work will also require the teachers to hold a license appropriate to the vehicle in order to drive the students to the site(s). Costs associated with the training and obtaining the license will be paid for by the District.

ARTICLE IX

TEACHING EMPLOYMENT

1.0 The Superintendent-Director shall set the initial salary rate of each teacher on entering employment, giving consideration to previous experience, educational background and special skills, provided, however, that such salary rate shall not be less than the minimum, and in accordance with Article IV, Paragraph 2.0.

2.0 Any teacher having taught in the Greater Fall River Vocational School District for a minimum of one hundred twenty (120) school days in any one year shall receive credit for a full year when given a permanent contract.

3.0 In the event that an alternative education program is developed, it is agreed that the parties will reopen negotiations specifically to address this program.

4.0 The initial contract of teachers without professional status shall be renewed annually by operation of law during the period of said teacher's first three (3) years of continuous employment as a teacher licensed for the position in which he/she was employed for, unless the teacher has been notified in writing prior to the school year that the contract will not be renewed for the following year. For each year for which the contract is renewed, the annual salary of the teacher shall be in accordance with the provisions of the prevailing master agreement between the Committee and the Diman Teachers' Association, Inc. and as determined through the signing of a teacher's annual salary agreement.

5.0 Professional status teachers' long-term contract shall continue in force from year to year, subject to the following conditions. Pay will be terminated at the time services are terminated.

5.1 It may be terminated by mutual consent at any time.

5.2 The teacher may resign for good reason by submitting at least thirty (30) days written notice at any time except during the month of August during which month, unless the contract has been terminated by mutual consent or Committee action, the teacher will accept employment with no other District in Massachusetts, provided that in the event no salary agreement for the ensuing year has been signed by August 1, limitations on the teacher's resigning shall not be binding until such an agreement has been signed. Any teacher who elects to

resign from employment, or is lawfully terminated from employment, and is subsequently re-hired at some future time, shall forfeit all rights to be placed at the level of salary and benefits, including but not limited to sick leave accumulation, seniority, and longevity he/she had prior to such resignation or termination.

- 6.0 Members who hold the following licenses in their field shall be reimbursed for the cost of said license:

Plumbing License
Electrician's License
HVAC License
Construction Supervisor License
Registered Nurse License
Auto Collision Technology License
Auto Mechanic Technology License

ARTICLE X

TEACHER ASSIGNMENT

- 1.0 Teachers will be notified in writing of their programs for the coming school year, including the grades and/or subjects that they will teach and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than AUGUST 1. In the event it is necessary to change an assignment after the agreed date, the Administration will notify the affected teacher as soon as possible of the change. In addition, any changes made will take into consideration the qualifications and seniority of the teachers involved. However, the Association may request a written justification for such change from the Superintendent-Director. If the Association is still not satisfied, it may request a meeting with the Superintendent-Director to discuss the matter. If a solution satisfactory to the Association does not evolve, the Association may present a rebuttal to the change directly to the Committee. The Committee must meet with the Association to hear the rebuttal within fifteen (15) days of the first official meeting it has been notified of the request for a hearing. Part-time teachers will be notified of their teaching schedule at least two weeks prior to the start of their teaching.
- 2.0 Teacher assignments will be made without regard to race, color, religion, creed, sex, national origin, marital status, age, handicap, or sexual preference.
- 3.0 Department heads upon promotion to said position shall maintain such position until said department head resigns or is demoted by the Superintendent-Director. However, no demoted department head shall be refused a hearing before the Committee. The hearing shall be in executive session. The department head shall be entitled to have a representative of the Teachers' Association and/or the Massachusetts Teachers' Association attend the hearing.

All teachers shall teach in no more than two (2) classrooms with at least one half (1/2) day in their home classroom, to the extent possible.

- 4.0 All maintenance projects requiring the use of students outside of the direct supervision of the instructor shall become the responsibility of the administration or their designee.

ARTICLE XI

VACANCIES AND PROMOTIONS

- 1.0 Whenever any vacancy in an existing position including an administrative position or when a new professional position including an administrative position occurs during the school year, it will be adequately publicized by the Superintendent-Director by means of a notice placed on the Association's bulletin boards as far in advance of the appointment as possible and shall remain posted for ten (10) days. During the months of July and August, and when school is not in session, vacancy notices will be sent to all faculty and staff via email. In both situations, the qualifications for the position, its duties and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position may not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and the reasons therefore. No vacancy will be filled, except on a temporary basis, within ten (10) days from the date the notice is posted in the school or the giving of notification to the Association.
- 2.0 All qualified teachers will be given adequate opportunity to make application for such positions, and the Principal agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In filling vacancies for positions covered by this contract, preference will be given to qualified teachers already employed by the District who have applied. All extracurricular positions carrying a stipend shall be made available first to members of the bargaining unit.
- 3.0 The Greater Fall River Vocational School District/Diman Regional Vocational-Technical High School prohibits discrimination on the basis of race, color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity and expression, genetic information and any other class of individuals protected from discrimination under state or federal law in any aspect of the access to, admission, or treatment of students in its programs and activities, or in employment and application for employment. Furthermore, District/School policy includes prohibitions of harassment of students and employees, i.e., racial harassment, sexual harassment, and retaliation for filing complaints of discrimination.
- 4.0 Teaching assignments will take into consideration seniority and qualifications but it is recognized that seniority alone will not be the criterion for selection of teachers for an assignment.

ARTICLE XII

POSITION IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL PROGRAMS

- 1.0 A copy of all openings for summer school and evening school positions and for positions under Federal programs will be provided to the President of the Association by the Superintendent-Director as early as possible, and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Under normal circumstances, summer school and evening school openings will be publicized not later than the preceding May 1, and June 1, respectively, and teachers will be notified of the action taken not later than June 1 and September 15 respectively.
- 2.0 Positions in the Diman Regional Vocational Technical High School summer school and evening school and positions under Federal programs will, to the extent possible, be filled first by regularly appointed teachers in the Greater Fall River Vocational School District.
- 3.0 In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Greater Fall River Vocational School District and, in regard to summer school or evening school positions, previous Greater Fall River Vocational School District summer school or evening school teaching experience.

ARTICLE XIII

TEACHER EVALUATION

- 1.0 All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited. Teachers will be provided access to any evaluation report prepared by their superiors and will have the right to discuss such reports with their superiors.
- 2.0 Teachers will have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him during such review. A copy of the content of the file will be made available to the teacher on request. No material shall be added to a teacher's file without first being reviewed by the Superintendent-Director or the Assistant Superintendent/Principal.
 - 2.1 No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer signed by him/her and witnessed by an Association member to such material and his/her answer shall be reviewed by the Superintendent-Director and shall be attached to the file copy.

- 2.2 At the request of the teacher, any material derogatory to a teacher's conduct, service, character, or personality shall be reviewed by the Superintendent-Director and the teacher, after one year, to determine if such material should be removed from the personnel file.
- 3.0 Any complaints regarding a teacher made to any member of the Administration by parent, student, or other person will be promptly called to the attention of the teacher.
- 4.0 The Association recognizes the authority and responsibility of the Superintendent-Director for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded for conduct by the Superintendent-Director, he/she will be entitled to have a representative of the Association present. However, in the absence of the Superintendent-Director, the Assistant Superintendent/Principal shall have the authority and responsibility prescribed for the Superintendent-Director.
- 5.0 No teacher will be disciplined, reprimanded, reduced in rank or compensation or be deprived of any professional advantage without just cause and due process. The decision of the Superintendent-Director as to discharge or suspension of a teacher shall be subject to M.G.L. Chapter 71, Sections 41 and 42. If a teacher is to be disciplined or reprimanded, he/she may request that a representative of the Association be present. It is agreed that the failure of the Principal, with the approval of the Superintendent-Director, to reappoint a teacher without professional status shall not be considered an event or condition subject to the procedure under Article III of this Agreement provided that the provisions of Appendix J have been complied with.
- 6.0 The evaluation of all persons covered by this Agreement is set forth in Appendix J which is attached hereto and made a part hereof.

ARTICLE XIV

TEACHER FACILITIES

- 1.0 The school will have the following facilities:
 - 1.1 Space in each classroom in which teachers may safely store instructional materials and supplies.
 - 1.2 A teacher work area containing equipment and supplies to aid in the preparation of instructional materials. Said work area will provide an accessible telephone for the use of the teachers.
 - 1.3 An appropriately furnished room containing a refrigerator and soda machine under the control of the DTA, provided adequate space is available, shall be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the afore-mentioned teacher work area. Due to federal and/or state regulations, the offerings in the soda and other machines may be limited.
 - 1.4 A serviceable desk and chair for the teacher in each classroom.

- 1.5 A communication system so that teachers can communicate with the administrative offices from their classroom.
- 1.6 Well-lighted and clean teacher restrooms.
- 1.7 A separate dining area for the use of the teachers. If the teachers' dining area is to be used by the public or students, prior written notification will be given to the Association and an alternate dining area will be provided.
- 1.8 The parties agree to maintain the current designated faculty parking areas. These areas will be posted as "No Student Parking" and students will be notified that this area is for the use of faculty and staff exclusively.

ARTICLE XV

USE OF SCHOOL FACILITIES

- 1.0 The Association will have the right to use the school building without cost at reasonable times for meetings. The Superintendent-Director will be notified in advance of the time and place of all such meetings.
- 2.0 There will be two (2) bulletin boards in the school building, which will be placed in the faculty lounges for the purpose of displaying notices, circulars, and other Association material. Copies of all such material will be given to the Superintendent-Director, but his/her advance approval will not be required.
- 3.0 No teacher will be prevented from wearing pins or other identification of membership in the Association or any other teacher organization.
- 4.0 The school mailboxes may also be used for distribution of Association material.
- 5.0 All copies of material to be placed on the bulletin board or in mailboxes by the Association for the Superintendent-Director will be placed in the Superintendent-Director's or Assistant Superintendent/Principal's mailbox at the same time as the posting or distribution of material.

ARTICLE XVI

SICK LEAVE

- 1.0 Accumulation of Sick Leave
 - 1.1 Teachers hired prior to September 1, 1979, will be allowed fifteen (15) days of sick leave each year for absences resulting from illness or accident. These teachers will also accrue an additional two (2) days of sick leave for each year of service in the Greater Fall River Vocational School District, but this sick leave will be drawn upon only after the regular allowable sick leave is used up.

1.2 Teachers hired from September 1, 1979, and August 31, 1984, inclusive, will be allowed seventeen (17) days only of sick leave each year for absences resulting from illness or accident.

1.3 Teachers hired from September 1, 1984, and thereafter will be allowed ten (10) days only of sick leave each year for absences resulting from illness or accident. Upon completing three (3) years of service, the teacher will be credited with an additional twenty-one (21) days of sick leave and will thereafter be allowed seventeen (17) days only of sick leave each year for absences resulting from illness or accident.

1.4 Any accumulated and/or accrued sick leave, except sick leave which has been deposited in the sick leave bank by a teacher while in the employ of the Greater Fall River Vocational School District, shall, on retirement/termination from such employment, be reimbursed at the rate of fifty dollars (\$50.00) per day 2018-19, fifty-five dollars (\$55.00) per day 2019-20, and sixty dollars (\$60.00) per day 2020-21, subject to the following conditions.

1.4.1 Written notice of such retirement/termination of employment shall be provided to the Superintendent-Director on or before the month of October, one year prior to the effective date of retirement/termination. For example:

John Doe notified the Superintendent-Director on September 26, 2000 that he will be retiring November 6, 2001.

If for some reason such notice is not given, the teacher may have to wait for the Superintendent-Director to budget this expense into the next fiscal year.

1.4.2 Payment shall be made no later than the July 15 immediately next following the date of termination.

1.4.3 Payment shall not exceed two hundred and forty five (245) days or \$12,250 for 2018-2019.

Payment shall not exceed two hundred and forty five (245) days or \$13,475 for 2019-2020.

Payment shall not exceed two hundred and forty five (245) days or \$14,700 for 2020-2021.

1.4.4 Any employee who is lawfully terminated for conduct unbecoming a teacher shall not be eligible for this sick leave reimbursement benefit.

1.4.5 Any employee who is lawfully terminated and has not attained professional status shall not be eligible for this sick leave reimbursement benefit.

- 1.4.6 Accrued and accumulated sick leave days shall be treated separately (Award, page 14). Both accrued and accumulated sick leave, singularly or in the aggregate, are eligible for the buyback (Award, page 15). Accrued sick leave is not subject to the accumulated cap (Award, page 15). (AAA Case No. 11-390-00292-92).
- 1.5 All teachers will be allowed to participate in a Sick Leave Bank as specified in Appendix G.
- 1.6 The sick leave allowable for any school year shall be available in full as of the first official day of school of that school year. No teacher shall be entitled to any sick leave for a school year unless he/she reports for his/her assignment for that school year. If he/she reports for his/her assignment and serves one (1) month of his/her assignment, he/she may apply in writing to the Superintendent-Director for sick leave to apply to prior unpaid absences if such absences resulted from sickness or accident.
- 2.0 Teachers will be notified yearly, during the month of September, of their accrued sick leave.
- 3.0 In addition to personal illness or injury, sick leave may be used for the following purposes:
- 3.1 A maximum of five (5) days per school year for a critical illness in the immediate family.
- 3.2 Any other reason approved by the Superintendent-Director.
- 4.0 If a teacher utilizes the full amount of leave he/she would earn by working a full school year and does not remain in the school system the full school year, his/her last paycheck will be reduced by the number of sick leave days he/she used but did not earn on the basis of earning 1.5 days per school month.
- 5.0 Any teacher who does not call in sick by 6:30 a.m. shall be considered absent without proper authorization and 1/183 of his/her salary may be deducted for each such absence in accordance with Section 1.12 of Article XVII. Under emergency conditions, an unexcused absence can be waived by the Superintendent-Director.
- 6.0 Any teacher using sick leave in excess of 15 consecutive days or 15 out of 20 days may be subject to a doctor's evaluation by the school physician. Payment for the services of the physician will be borne by the District. Any teacher using sick leave in excess of five consecutive school days must provide a doctor's note covering the absence.

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

- 1.0 Teachers will be entitled to the following temporary leaves of absence with full pay each school year.
- 1.1 Three (3) days leave of absence for personal matters which require absence during school hours. Personal leave days may accrue to a maximum of four (4) days. Unused personal days beyond the accrued (4) days shall be converted to sick leave days to be added to the individual teacher's accumulated/accrued sick leave. Applications for personal leave will be made at least five (5) days before taking such leave (except in the case of emergencies). This leave shall not be allowed for more than one teacher from any department on any given date and leave should be granted on a first come, first served basis. Personal leave for more than one teacher from any department on any given date may be granted at the sole discretion of the Superintendent-Director. Personal leave will be granted for the day before or the day after a holiday or school vacation period at the sole discretion of the Superintendent-Director.
- 1.2 One (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature with the advance approval of the Superintendent-Director.
- 1.3 A total of five (5) teaching days per year will be allowed the Teachers' Association to send representatives to conferences or conventions of the AVA, MVA, MTA, or NEA.
- 1.4 Absence due to exposure to communicable disease requiring quarantine as established by the Board of Public Health
- 1.5 Up to five (5) days at any one time in the event of a death in the immediate family. The immediate family will include the teacher's spouse or children. Up to four (4) days at any one time in the event of a death of a mother, father, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchildren, or any other member of the immediate household. Two (2) days at any one time in the event of a death of a grandfather, grandmother, grandfather-in-law, grandmother-in-law, brother-in-law, sister-in-law, niece or nephew.
- 1.6 Two (2) days travel time will be allowed for death of a member of the immediate family a mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandchildren for travel over and above the days allowed when the funeral is held in a community at least five hundred (500) miles from Fall River and the travel distance is approved by the Superintendent-Director.
- 1.7 Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, such leave shall not exceed seventeen (17) days. Whenever possible the tour of duty shall be arranged during the summer or

Personal Days

at a time when school is not in session. The Administration shall be notified as soon as the teacher knows. Military leave taken for military retirement points only shall not be subject to any form of payment by the District.

- 1.8 Leaves taken pursuant to sections above will be in addition to any sick leave to which the teacher is entitled and will not be deductible from any accumulated sick leave. No teacher will be required to arrange for his/her own substitute.
- 1.9 One (1) day each school year will be granted for attendance at a family event. This authorized leave of absence will be charged to accumulated sick leave. Two (2) days travel time in addition to the day of the event will be allowed for the travel distance as approved by the Superintendent-Director.
- 1.10 In case of absence other than those covered by this contract, approval must be secured in advance from the Superintendent-Director. In such cases of unexcused absences, 1/183 of the annual salary shall be deducted for each day a teacher is absent. Absence without excuse shall be considered evidence of insubordination by the Superintendent-Director or Assistant Superintendent/Principal.

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

- 1.0 The District agrees that a teacher designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in the Association (local, state, or national) activities. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the District during such leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- 2.0 A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the District during the leave and will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of two (2) years.
- 3.0 Parenting Leave shall be granted as follows:
 - 3.0 An employee shall be entitled to a twelve (12) week leave of absence for the birth and care of a son or daughter or the placement of a son or daughter for adoption or foster care, provided the employee has given the Superintendent-Director thirty (30) calendar days written notice of date of departure and intention to return, wherever possible, and except in case of emergency, no less than two (2) weeks written notice. Entitlement to such leave shall begin on the date of such birth or placement. Such leave shall be without pay except as provided in Section 3.3 below.

- 3.1 If a teacher elects not to return at the expiration of such leave of absence, he/she may return at the beginning of a subsequent marking period (up to one year of commencement of the original leave) provided he/she has given the Superintendent-Director at least two (2) weeks notice of intention to do so. If a teacher elects not to return during said one-year period, he/she may return at the beginning of a subsequent marking period (up to two years of the commencement of the original leave) provided a position for which he/she is qualified is available, and he/she has given the Superintendent-Director at least thirty (30) days notice of intention to return on a certain date.
- 3.2 A teacher who is on leave under this section 3 shall not be entitled to accrue paid sick leave or other benefits during the period of such leave, except as provided in section 3.3 below. Upon return from such Leave of Absence, a teacher shall return to the step in the salary schedule where he/she was when he/she began leave unless he/she had taught ninety (90) days of the year in which he/she began leave in which case he/she would move on to the next step, and he/she shall have sick leave restored with all seniority rights he/she had at the commencement of leave.
- 3.3 If during leave under this Section 3, a teacher is incapacitated due to childbirth and/or the recuperation there from and could not work as certified by a doctor's written notice, the teacher will be entitled to sick leave pay and while being paid for sick leave will accrue additional sick leave and any other benefits entitled in accordance with State and Federal Law and this Contract.
- 4.0 A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent-Director. *Please reference Public Law 103-3, The Family and Medical Leave Act of 1993.*
- 5.0 The Superintendent-Director will grant a leave of absence without pay or increment to any teacher to campaign for public office.
- 6.0 Military leave without pay shall be granted to any teacher who is inducted or during a period of national emergency voluntarily enlists in any branch of the armed forces of the United States. Upon return from such leave, the teacher shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years. Upon his/her return, he/she must maintain certification and he/she will be provided with two (2) years to comply. Previously accumulated unused sick leave days will be restored to all returning teachers who left the Greater Fall River Vocational School District to enter the armed forces.
- 7.0 Sabbatical Leave
- 7.1 Teachers covered by this contract may, subject to the approval of the Superintendent-Director, be granted sabbatical leave of absence of one (1) year for Certificate of Advanced Graduate Study or Doctoral Degree study.

- 7.2 Not more than one (1) teacher may be absent on sabbatical leave at any one time.
- 7.3 Application for sabbatical leave shall be submitted to the Superintendent-Director on or before October 1 of the year prior to the year in which the sabbatical is to take place. A teacher requesting such leave shall submit an application for approval of "Activities for Professional Improvement" specifying the reasons for which the leave is requested. Evaluation of each application on the basis of services rendered by the applicant and the use to be made of the requested sabbatical shall be the responsibility of the Superintendent-Director who shall present his/her finding to the Committee.
- 7.4 Sabbatical leave shall be granted only to teachers who have served for at least ten (10) years at the Greater Fall River Vocational School District.
- 7.5 A teacher on sabbatical shall receive from the District fifty percent (50%) of the salary, which he/she would have received as a teacher if he/she remained on active duty with the District. During the time the teacher is on sabbatical leave, he/she shall continue to receive the same health insurance benefits and group life insurance benefits as established in Article XXII of this contract.
- 7.6 Prior to the granting of a sabbatical leave, a teacher shall enter into written agreement with the Superintendent-Director that upon termination of such leave he/she will return to service at Diman Regional Vocational Technical High School for a period equal to twice the length of the leave and that in default of completing such service, he/she shall refund to the Greater Fall River Vocational School District an amount equal to such proportion of salary received by him/her while on sabbatical leave.
- 7.7 Upon his/her return from sabbatical leave, a teacher's salary shall be the same as he/she would have received had the period of his/her leave been spent at Diman Regional Vocational Technical High School; and he/she shall be returned to the same position which he/she held at the time said leave commenced if available, or if not, to a substantially equivalent position.

ARTICLE XIX

PROTECTION

- 1.0 Teachers will immediately report all cases of assault/injury suffered by them in connection with their employment to the Superintendent-Director in writing.
- 2.0 This report will be forwarded to the Committee, which will comply with any reasonable request from the teacher for non-privileged information in its possession resulting to the incident or the persons involved.
- 3.0 The District will provide the indemnification for teachers provided by Section 2 of Chapter 258 of the General Laws of Massachusetts under the conditions set forth in that

section and will include in its budget an appropriation request necessary to provide such indemnification.

ARTICLE XX

PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

- 1.0 Advancement through the steps of the basic salary scale is not automatic. In order to progress on the scale, a teacher must display competent instructional habits. Periodic evaluations of a teacher's performance shall be made in accordance with Article XIII and Appendix F.
- 2.0 All teachers are expected to maintain their license and to recertify in accord with the regulations of the Department of Elementary and Secondary Education (DESE).
- 3.0 It is understood that increments and increases shall be granted only in compliance with Chapter 74 -731 and any other relevant statutes adopted by the Commonwealth of Massachusetts (Appendix K).
 - 3.1 Any combination or sequence of options herein contained must be exercised in a manner to meet Chapter 74-731 of the State Regulations concerning Professional Improvement.
- 4.0 All courses, workshops, seminars, continuing education units (CEU), professional development points (PDP's) and employment which are submitted to satisfy the professional improvement requirements of Sections 2.0 and 3.0 above, must have the prior approval of the Superintendent-Director in writing; professional development will be content related and contingent upon available funds, however, the Superintendent-Director may not reject a course, workshop, seminar, CEU, PDPs, or employment which conforms to Sections 2.0 and 3.0 above. The submission of any of the above for approval shall be no less than fifteen (15) days prior to the commencement of the training, provided there are no extenuating circumstances which preclude the giving of this notice.
- 5.0 The District will provide in-service courses and training programs at no expense to the teachers. The District will pay the reasonable expenses (including fees, lodging, and/or transportation) incurred by teachers who attend conferences, courses, workshops, and seminars or other professional improvement sessions at the request of and with the advance approval of the Superintendent-Director.

ARTICLE XXI

PERSONAL INJURY BENEFITS

- 1.0 All teachers will be covered by workmen's compensation. A teacher who is collecting workmen's compensation may use accumulated sick leave to make up the difference, if any, between the teacher's regular pay and the workers' compensation allocated to lost time. Sick leave used for this purpose can include any from the Sick Leave Bank subject to the provisions of Appendix G.

- 2.0 The District will reimburse a teacher for clothing or other personal property damaged or destroyed in the course of employment, providing that after investigation by the Administration, it is determined there is substantial evidence of negligence on the part of the District or an employee of said District.
- 3.0 The District will cover all teachers with liability insurance in the amount of \$1,000,000. This means that the school has coverage of \$1,000,000 for each claim brought against any teacher and/or the school.
- 4.0 Copies of all insurance policies that directly affect the teachers shall be placed on file with the Association.

ARTICLE XXII

INSURANCE AND ANNUITY PLAN

- 1.0 The District shall pay one hundred percent (100%) of the cost of a fifty thousand dollar (\$50,000) term Life Insurance Policy of the type presently available to teachers. Life Ins.
- 2.0 The District will pay for all employees seventy percent (70%) for the cost of the premium for individual or family health insurance coverage, and the employee will pay thirty percent (30%) of the health insurance plans in effect on July 1, 2018.
 - 2.1 If any of the above plans cease to exist for reasons beyond the control of the District, the replacement plan(s) shall be determined by mutual consent of the Parties through the collective bargaining process. If available, indemnity plan shall replace indemnity plan and HMO shall replace HMO.
- 3.0 If two (2) or more teachers belong to a single family unit and are eligible for coverage under Paragraph 2.0 above under the same policy, the following shall apply:
 - 2018-2021: The District will pay for ninety (90%) of the cost of the premium for family health insurance coverage. This provision specifically applies to the (4) existing family units currently employed by the District and no further existing employees or any employees hired thereafter. The three thousand dollar (\$3,000.00) stipend shall be eliminated for teachers who fall under this section. married emp
- 4.0 Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to the United States Public Law No. 87-370.
- 5.0 Teachers will be eligible to participate in a payroll savings plan at an accredited bank, credit union, or savings bank.
- 6.0 The District will pay for all employees seventy percent (70%) of their premium cost of family or individual Blue Cross and Blue Shield Dental Blue Plan. Such Plan is described in Option 1 (January 7, 2000) providing 100/50/50, \$0 deductible, \$1,000 per calendar year maximum, \$1,000 per year orthodontics.

7.0 Health Plan Enrollment

- 7.1 Any active employee including new employees who never participated and/or choose not to be enrolled in any of the District's health plans (single or family), excluding dental, that opts to drop from enrollment in such plans by July 1, 2019, July 1, 2020, July 1, 2021 and remain out of that plan for that entire fiscal year, shall receive a \$3,000 per year incentive to be paid no later than the second payroll in May of 2020, 2021, 2022, provided that they can show evidence of being insured elsewhere. (It is understood that should a qualifying event occur requiring that the employee be insured once again by the District prior to the end of one fiscal year, then the incentive amount will be properly prorated.)
- 7.2 All bargaining unit employees are eligible to enroll in a Section 125 Plan for medical expenses and dependent care expenses for all unit employees.

ARTICLE XXIII

DUES DEDUCTION

- 1.0 The District agrees to deduct from the salaries of its teachers, the collective dues of the Diman Teachers' Association, the Massachusetts Teachers Association and the National Education Association as said teachers individually and voluntarily authorize the District to deduct and to make all reasonable efforts to transmit the dues the first (1st) week of each month by check to the Treasurer of the Diman Teachers' Association.
- 2.0 The Association shall indemnify and save the District harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same pursuant to this Article.
- 3.0 Teacher authorizations will be in writing on the form set forth below:

"DUES AUTHORIZATION CARD"

Name: _____

Address: _____

I hereby request and authorize the Greater Fall River Vocational River Vocational School District Committee to deduct from my earnings and transmit to the Association an amount sufficient to provide for regular payment of the membership dues of the Diman Teachers' Association, the Massachusetts Teachers' Association, and the National Educator's Association as certified by the Association in equal monthly payments over the remainder of the school year and for succeeding school years. I further authorize the District to deduct from my last pay check the balance of dues owed to the Association for a full year in the event that I leave the system during the school year. I understand that the District will discontinue such deductions for any school year only if I notify the District in writing to do so not later than sixty (60) days prior to the commencement of the school

year. I hereby waive all right and claim for said monies so deducted in accordance with this authorization and relieve the District and all its officers from any liability therefore.

Date

Teacher Signature

- 4.0 The Association will notify the District Treasurer in writing the total amount of membership dues to be withheld for each participating teacher.
- 5.0 Deduction referred to above will be made in equal installments on the second payday of each month during the school year. The District will not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

ARTICLE XXIV

AGENCY FEE

- 1.0 As a condition of his/her continued employment while this Agreement shall continue in effect, every employee covered by this Agreement, if and when not a member in good standing of the Association, shall pay or by payroll deduction shall have paid to the Association an agency service fee which will be certified annually to the District by the Association; provided, however, that in no case shall such condition arise before the thirtieth day next following the date of the beginning of the employee's employment or the effective date of this Agreement, whichever date shall be the later.

ARTICLE XXV

GENERAL

- 1.0 There will be no reprisals of any kind taken against any teacher by reasons of his/her membership in the Association or participation in its activities.
- 2.0 Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- 3.0 The District will, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement. Copies of this Agreement will be printed at District expense and a copy given to each teacher.
- 4.0 If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application

shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

5.0 This Agreement constitutes Committee policy for the term of said Agreement and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

6.0 The Committee may terminate this contract at any time provided their action is not contrary to dismissal procedures as set forth in Chapter 71, Section 42, of the General Laws of Massachusetts, as amended.

7.0 Any teacher who shall use his/her personal automobile for the purpose of school business shall be reimbursed at the Internal Revenue Service mileage reimbursement rate in place at the beginning of the fiscal year. Mileage will be determined by MapQuest. Teachers shall not transport students in their personal vehicles.

8.0 Drug Free Workplace

The manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Employees violating the provisions of a Drug Free Workplace are subject to disciplinary action up to and including termination. Alcoholism and drug abuses are, however, recognized by the parties to be treatable illnesses. Without detracting from the existing rights and obligations of the parties recognized in this Agreement, the Committee and the Association agree to encourage employees afflicted with alcoholism or drug abuse to undergo a program designed for their rehabilitation.

If any employees refuse to take advantage of such assistance and their illness impairs their work performance, attendance, conduct, or reliability, the normal contractual disciplinary procedures for dealing with problem employees will be implemented.

9.0 Shop, shop related teachers, and nurses will be paid a yearly clothing allowance of two hundred and fifty dollars (\$250.00) for the duration of the agreement. This amount will be prorated should they begin employment after the start of a school year or leave prior to the completion of a school year. The payment shall be made by the last paycheck in September.

9.1 If a shop teacher chooses to terminate employment prior to the completion of the entire school calendar year, the allotment will be prorated and deducted from the last check.

10.0 All teachers who have a perfect attendance for a semester (no absences for any reason with the exception of an absence due to professional leave, the death of an immediate family member, or attendance at administration approved professional workshops) will be paid two hundred sixty two dollars and fifty cents (\$262.50) per semester, to be paid in the first pay period following the end of each semester.

11.0 All teachers will dress in a professional manner related to their content area during school hours.

- 12.0 Effective upon ratification of this Agreement, all payroll checks shall be remitted by direct deposit.

ARTICLE XXVI

REDUCTION IN STAFF

- 1.0 In the event it becomes necessary to reduce the number of employees included in the bargaining unit as defined in Article I, employees shall be laid off in the inverse order of their initial employment.
- 1.1 Seniority means a teacher's length of service in years, months, and days at Diman Regional including service in its predecessor school. Effective January 1, 1998, seniority means a teacher's continuous length of service in years, months, and days in the bargaining unit. Teachers shall be credited for seniority purposes with all time spent on leave of absence in accordance with Article XVII, Paragraph 1.1, 1.2, 1.6, and/or 1.7.
- 1.2 A list specifying the seniority of each member of the bargaining unit shall be prepared by the District and forwarded to the President of the Association not later than October 1 of each school year. Said lists shall be certified by the Association as to their accuracy by November 1 of each school year.
- 2.0 An employee whose position is eliminated shall:
- a) be transferred to an open position for which he/she is certified or if no position exists,
 - b) replace an employee with lower seniority anywhere within the school system in an area in which the laid off employee is certified.
 - c) in cases involving teachers who have identical seniority, retention or recall shall be given to the teacher who has achieved the highest level of training.
- 3.0 Professional status teachers who are to be affected by a reduction in staff must, under normal circumstances, be notified by May 15th of the school year preceding the year in which reduction will take place.
- 3.1 Teachers without professional status will be notified of a non-reappointment by May 15th, in accordance with the General Laws of the Commonwealth of Massachusetts.
- 4.0 Teachers who have been laid off shall be entitled to recall rights only in the field(s) in which they were certified at the time of layoff for a period of two years from the effective date of their respective layoffs. During the recall period, teachers shall be notified by certified mail to their last address of record, and offered positions as they develop in the inverse order of their respective layoff. All benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

During the recall period teachers who have been laid off shall be given preference on the substitute list if they so desire.

- 5.0 Services normally performed by a person who has been laid off shall not be performed by anyone who is not a member of the bargaining unit.
- 6.0 Laid off employees may continue group health and life insurance coverage during the recall period as provided by the District to members of the bargaining unit by reimbursing the District for full premium cost. Failure to forward premium payments to the District or refusal to return to employment upon recall will terminate this option.
- 7.0 While members of the bargaining unit continue on layoff, the Committee agrees not to hire any new teachers unless:
 - a) no teacher on layoff is qualified to fill the position,
 - b) all qualified teachers on layoff decline an offer to fill the position.

ARTICLE XXVII

RETIREMENT BENEFITS

- 1.0 All teachers retiring from the Greater Fall River Vocational School District who are at least 50 years of age and have at least 20 years of service, 55 years of age and 15 years of service, 60 years of age and 10 years of service, or 65 years of age and 5 years of service in the District including service in its predecessor school, will be entitled to continue the medical plan in effect identified in Article XXII, Paragraph 2.0. The District will pay seventy percent (70%) for the cost of the premium for individual or family coverage and the retiree will pay thirty percent (30%).
- 2.0 The District will continue to contribute to the costs of the applicable health plan for the surviving spouse of a deceased retiree until he/she remarries.
- 3.0 If a teacher with at least ten (10) years of service dies prior to retirement, the District will allow the surviving spouse to remain in the medical plan of the deceased teacher until he/she has remarried. The District will pay 50% of the cost of the plan. For employees hired after January 1, 1998, the ten (10) years of service must be continuous.
- 4.0 ~~Teachers with at least ten (10) full years of professional service as a teacher will be entitled to a one-time payment of two thousand dollars (\$2,000) on or before the last day of service over and above the applicable step in the then existing schedule, Appendix A or B.~~
- 5.0 Teachers with at least ten (10) full years of service who give at least a six (6) months notice of "intent to retire" shall receive, upon retirement an eight thousand five hundred dollar (\$8,500) life insurance policy, the premiums of which shall be paid by the District.

ARTICLE XXVIII

LONGEVITY

1.0 Commencing with the 10th year of service in the District, an annual payment will be made for each year that a unit member has been employed by the District as follows:

- 2018-19: one hundred fifty dollars (\$150.00)
- 2019-20: one hundred fifty dollars (\$150.00)
- 2020-21: one hundred fifty dollars (\$150.00)

Such payment shall be dispersed in a lump sum during the month of October, each year. (See Appendix L)

1.1 If a teacher has been hired prior to January 1st in any given school year, the tenth (10th) year of employment in the District will commence in September of that school year. If a teacher has been hired after January 1st in any given school year, the tenth (10th) year in the District will commence the next September.

ARTICLE XXIX

DURATION

1.0 The provisions of this Agreement will be in effect as of September 1, 2018, and will continue and remain in full force and effect until August 31, 2021. Any other new areas which either the Association or the Committee may wish to introduce will be negotiated in accordance with the procedures of Article II.

IN WITNESS WHEREOF, the parties hereunto set their hand and seals this 13th day of September, 2018.

By: 
Greater Fall River Vocational School District
Chairperson

By: 
Diman Teachers' Association
President

Appendix A

Basic Academic/Vocational-Technical Salary Schedule

Step	2018-2019	2019-2020	2020-2021
1	\$48,260	\$49,225	\$50,210
2	\$50,020	\$51,020	\$52,041
3	\$52,005	\$53,045	\$54,106
4	\$54,256	\$55,341	\$56,448
5	\$56,194	\$57,318	\$58,464
6	\$58,474	\$59,643	\$60,836
7	\$60,652	\$61,865	\$63,102
8	\$62,925	\$64,184	\$65,467
9	\$65,573	\$66,884	\$68,222
10	\$69,567	\$70,958	\$72,378
11	\$73,561	\$75,032	\$76,533
12	\$77,876	\$79,434	\$81,022
13	\$81,439	\$83,068	\$84,729

Library Teacher

Step	2018-2019	2019-2020	2020-2021
1	\$47,951	\$48,910	\$49,888
2	\$49,749	\$50,744	\$51,759
3	\$51,772	\$52,808	\$53,864
4	\$54,066	\$55,147	\$56,250
5	\$56,051	\$57,172	\$58,316
6	\$58,371	\$59,538	\$60,729
7	\$60,593	\$61,805	\$63,041
8	\$62,916	\$64,174	\$65,457
9	\$65,610	\$66,923	\$68,261
10	\$70,662	\$72,075	\$73,516
11	\$72,894	\$74,352	\$75,839
12	\$75,125	\$76,628	\$78,160
13	\$76,267	\$77,793	\$79,349

School Nurse

Step	2018-2019	2019-2020	2020-2021
1	\$45,840	\$46,757	\$47,692
2	\$47,849	\$48,806	\$49,782
3	\$49,470	\$50,459	\$51,469
4	\$51,646	\$52,679	\$53,732
5	\$53,532	\$54,602	\$55,694
6	\$55,738	\$56,853	\$57,990
7	\$57,850	\$59,007	\$60,187
8	\$60,050	\$61,251	\$62,476
9	\$62,616	\$63,868	\$65,145
10	\$65,014	\$66,314	\$67,640
11	\$67,411	\$68,759	\$70,134
12	\$71,820	\$73,257	\$74,722
13	\$72,963	\$74,422	\$75,910

Appendix A & B

	Academic	Vocational	2019	2020	2021
1	B+15	C+30	\$1,167	\$1,167	\$1,167
2	B+30	C+60	\$2,441	\$2,441	\$2,441
3	B+45	C+90	\$3,078	\$3,078	\$3,078
4	Masters	C+B	\$3, 926	\$3, 926	\$3,926
5	M+15	C+B+15	\$4, 775	\$4, 775	\$4,775
6	M+30	C+B+30	\$5, 412	\$5, 412	\$5,412
7	M+45	C+B+45	\$6, 261	\$6, 261	\$6,261
8	M+60	C+B+M	\$6, 686	\$6, 686	\$6,686
9	CAGS	C+B+M+15	\$7, 535	\$7, 535	\$7,535
10	Doctorate	C+B+M+30	\$8,171	\$8, 171	\$8,171
11		C+B+M+45	\$8, 808	\$8, 808	\$8,808
12		C+B+M+60	\$9,233	\$9,233	\$9,233
13		CAGS	\$9, 445	\$9, 445	\$9,445
14		Doctorate	\$9, 657	\$9, 657	\$9,657
	Double Masters	\$1,486	\$1,486	\$1,486	\$1,486
	Masters in Field	\$743	\$743	\$743	\$743

***Current members hired prior to August 31, 2018**

	Academic	Vocational	2019	2020	2021
1		C+30	\$1,167	\$1,167	\$1,167
2	B+30	C+60	\$2,441	\$2,441	\$2,441
3	Masters	C+B	\$3,926	\$3,926	\$3,926
4	M+30	C+B+30	\$5,412	\$5,412	\$5,412
5		C+B+M	\$6,686	\$6,686	\$6,686
6	CAGS	CAGS	\$7,535	\$7,535	\$7,535
7	Doctorate	Doctorate	\$8,171	\$8,171	\$8,171

****For members hired after August 31, 2018**

APPENDIX A
BASIC ACADEMIC SALARY SCHEDULE

1.0 B.D. means acquisition of a Bachelor's Degree from an accredited college or university.

2.0 B.D. + 15 means fifteen (15) credits subsequent to receiving a Bachelor's Degree toward a Master's Degree or fifteen (15) credits in a graduate subject matter related to his/her field of teaching subsequent to receiving a Bachelor's Degree.

B.D. + 30 means thirty (30) credits subsequent to receiving a Bachelor's Degree toward a Master's Degree or thirty (30) credits in a graduate subject matter related to his/her field of teaching subsequent to receiving a Bachelor's Degree.

B.D. + 45 means forty-five (45) credits subsequent to receiving a Bachelor's Degree toward a Master's Degree or forty-five (45) credits in a graduate subject matter related to his/her field of teaching subsequent to receiving a Bachelor's Degree.

3.0 M.D. means acquisition of a Master's Degree from an accredited college or university.

4.0 M.D. + 15 means fifteen (15) credits beyond a Master's Degree toward the acquisition of a Certificate for Advanced Graduate Study (C.A.G.S.) or a doctorate degree from an accredited college or university, or fifteen (15) credits subsequent to a Master's Degree in graduate subject matter related to his/her field of teaching.

5.0 M.D. + 30 means thirty (30) credits subsequent to a Master's Degree toward the acquisition of a Certificate for Advanced Graduate Study (C.A.G.S.) or a doctoral degree from an accredited college or university, or thirty (30) credits subsequent to a Master's Degree in graduate subject matter related to his/her field of teaching.

M.D. + 45 means forty-five (45) credits subsequent to receiving a Master's Degree toward a Master's Degree or forty-five (45) credits in a graduate subject matter related to his/her field of teaching subsequent to receiving a Master's Degree.

M.D. + 60 means sixty (60) credits subsequent to receiving a Master's Degree toward a Master's Degree or sixty (60) credits in a graduate subject matter related to his/her field of teaching subsequent to receiving a Master's Degree.

6.0 Effective upon ratification of this Agreement, C.A.G.S. means acquisition of a Certificate for Advanced Graduate Study from a program requiring at least thirty (30) credits beyond a masters from an accredited college or university. For all bargaining unit members who have submitted an application and received approval for the C.A.G.S. stipend prior to ratification of this Agreement shall receive said stipend.

7.0 An academic teacher or guidance counselor who has a Master's Degree in his/her major teaching field from an accredited college or university shall receive an additional stipend as set forth in Appendix A. (Applicable only to members of the bargaining unit who qualified for these categories and were employed by the District on or before September 1, 1992.)

- 8.0 In addition, an academic teacher or guidance counselor who has two Master's Degrees from an accredited college or university shall receive an additional stipend as set forth in Appendix A for the second Master's Degree. (Applicable only to members of the bargaining unit who qualified for these categories and were employed by the District on or before September 1, 1992.)
- 9.0 Guidance counselors shall be paid at their per diem rate for each day worked in addition to the regular school year. Per diem rate is to be calculated at 1/183 of annual salary.
- 10.0 The School Nurse and Library Teacher's salaries are based on their not being required to teach any subjects. If they are required to teach, this would necessitate the contract being revised to establish extra compensation for this service.
- 11.0 For lateral movement on the salary schedule, course credits must be in an area directly related to the subject he/she is teaching or be an education course to be applied to an advanced degree in education, or the subject he/she is teaching or certified to teach.
- 12.0 Any teacher required to teach beyond their regular school year will be compensated at the rate of 1/183 of their annual salary for each day worked.
- 13.0 Doctorate shall mean any earned doctorate degree either professional or academic.
- 14.0 An official transcript shall be required for all movement between degree for the academic stipends. A request for a change of degree status to take effect on September 1, must be made in writing, to the Superintendent on or before October 1 and a request for a degree status change to take effect in January must be made in writing to the Superintendent, on or before February 1.
- 15.0 All academic credits earned subsequent to the Bachelor's degree, must be taken at the graduate level to be eligible for the academic stipend.
- 16.0 All teachers must show growth toward compliance with the DESE regulations for full licensure in order to receive the educational stipend.

APPENDIX B

BASIC VOCATIONAL & TECHNICAL SALARY SCHEDULE

- 1.0 Certification means the teacher has been certified by the Massachusetts Division of Occupational Education as meeting the requirements established by the Division for a teacher in a state-aided vocational school system.
- 2.0 Certification + 30 means thirty (30) credits toward the acquisition of a Bachelor's Degree
- 3.0 Certification + 60 means sixty (60) credits toward the acquisition of a Bachelor's Degree from an accredited college or university.
- 4.0 Certificate + 90 means ninety (90) credits toward the acquisition of a Bachelor's Degree from an accredited college or university.
- 5.0 Certificate + B.D. means the acquisition of a Bachelor's Degree from an accredited college or university.
- 6.0 C + B + 15 shall mean certification plus a Bachelor's Degree plus fifteen (15) credits in his/her field of teaching subsequent to the Bachelor's Degree.
- 7.0 C + B + 30 shall mean certification plus a Bachelor's Degree plus thirty (30) credits in his/her field of teaching subsequent to the Bachelors Degree.
- 8.0 C + B + 45 shall mean certification plus a Bachelor's Degree plus forty-five (45) credits in his/her field of teaching subsequent to the Bachelors Degree
- 9.0 C + B + M shall mean certification plus a Bachelors Degree and a Master's Degree from accredited colleges and/or universities.
- 10.0 C + B + M + 15 shall mean certification plus a Bachelors Degree and a Masters Degree plus fifteen (15) graduate credits related to his/her field of teaching from an accredited college or university earned subsequent to the Master's Degree.
- 11.0 C + B + M + 30 shall mean certification plus a Bachelors Degree and a Masters Degree plus thirty (30) graduate credits related to his/her field of teaching from an accredited college or university earned subsequent to the Master's Degree.
- 12.0 C + B + M + 45 shall mean certification plus a Bachelors Degree and a Masters Degree plus forty-five (45) graduate credits related to his/her field of teaching from an accredited college or university earned subsequent to the Master's Degree.
- 13.0 C + B + M + 60 shall mean certification plus a Bachelors Degree and a Masters Degree plus sixty (60) graduate credits related to his/her field of teaching from an accredited college or university earned subsequent to the Master's Degree.
- 14.0 Effective upon ratification of this Agreement, C.A.G.S. means acquisition of a Certificate for Advanced Graduate Study from a program requiring at least thirty (30) credits beyond

a masters from an accredited college or university. For all bargaining unit members who have submitted an application and received approval for the C.A.G.S. stipend prior to ratification of this Agreement shall receive said stipend.

- 15.0 Doctorate shall mean any earned Doctoral Degree either professional or academic.
- 16.0 Credits awarded to instructors by the State Department of Occupational Education for teaching and/or trade experience and accepted by any Massachusetts State College toward a Bachelor's Degree shall be applicable to any degree credit increment when awarded.
- 17.0 Any teacher required to teach beyond his/her regular school year will be compensated at the rate of 1/183 of his/her annual salary for each day worked.
- 18.0 Full-time nurses who are primarily at the hospital sites will work a 181-day year and an average of 32 hours per week. The 181-day year and the 32-hour work schedule is determined by the Administration.
- 19.0 An official transcript shall be required for all movement between degrees for the academic stipends. A request for a change of degree status to take effect on September 1, must be made in writing, to the Superintendent on or before October 1 and a request for a degree status change to take effect in January must be made in writing to the Superintendent, on or before February 1.
- 20.0 All academic credits earned subsequent to the Bachelor's degree, must be taken at the graduate level to be eligible for the academic stipend.
- 21.0 All teachers must show growth toward compliance with the DESE regulations for full licensure in order to receive the educational stipend.

APPENDIX C

DEPARTMENT HEAD SALARY SCHEDULE

Teaching department head salary shall be seven thousand (\$7,000) per year.

OUTSIDE COORDINATOR SALARY SCHEDULE

The outside coordinator shall receive a salary in addition to his/her normal salary for being outside coordinator for the duration of the agreement, as follows:

2018-19:	\$2,122
2019-20:	\$2,122
2020-21:	\$2,122

APPENDIX D

EXTRACURRICULAR SALARY SCHEDULE

	2018-19	2019-20	2020-21
AD	\$9,185	\$9,185	\$9,185
Varsity Baseball	\$5,434	\$5,434	\$5,434
Assistant Baseball	\$3,882	\$3,882	\$3,882
Junior Varsity Baseball	\$4,003	\$4,003	\$4,003
Freshman Baseball	\$3,750	\$3,750	\$3,750
Varsity Basketball	\$6,439	\$6,439	\$6,439
Junior Varsity Basketball	\$4,281	\$4,281	\$4,281
Freshman Basketball	\$3,613	\$3,613	\$3,613
Cheerleader 2 seasons	\$4,062	\$4,062	\$4,062
Boys Cross Country	\$4,680	\$4,680	\$4,680
Girls Cross Country	\$4,680	\$4,680	\$4,680
Varsity Football	\$7,346	\$7,346	\$7,346
Assistant Football	\$5,265	\$5,265	\$5,265
Varsity Golf	\$3,475	\$3,475	\$3,475
Assistant Golf	\$2,446	\$2,446	\$2,446
Varsity Ice Hockey	\$5,581	\$5,581	\$5,581
Junior Varsity Hockey	\$3,660	\$3,660	\$3,660
Varsity Soccer	\$4,387	\$4,387	\$4,387
Junior Varsity Soccer	\$3,525	\$3,525	\$3,525
Freshman Soccer	\$3,054	\$3,054	\$3,054
Varsity Softball	\$5,434	\$5,434	\$5,434
Freshman Softball	\$3,054	\$3,054	\$3,054
Junior Varsity Softball	\$4,003	\$4,003	\$4,003
Varsity Tennis	\$3,124	\$3,124	\$3,124
Varsity Winter Track	\$5,047	\$5,047	\$5,047
Assistant Winter Track	\$3,799	\$3,799	\$3,799
Varsity Spring Track	\$5,266	\$5,266	\$5,266
Junior Varsity/Freshman Spring Track	\$3,555	\$3,555	\$3,555
Varsity Volleyball	\$4,387	\$4,387	\$4,387
Junior Varsity Volleyball	\$2,723	\$2,723	\$2,723
Freshman Volleyball	\$2,036	\$2,036	\$2,036
	2018-19	2019-20	2020-21
Advisor - Senior	\$1,979	\$1,979	\$1,979
Advisor - Junior	\$1,758	\$1,758	\$1,758
Advisor - Sophomore	\$744	\$744	\$744
Advisor - Freshman	\$744	\$744	\$744
Art Club (1)	\$750	\$750	\$750
Audio Visual	\$3,388	\$3,388	\$3,388
Dance Team	\$750	\$750	\$750
DECA (1)	\$2,175	\$2,175	\$2,175
Drama	\$881	\$881	\$881

Forensic Science Club	\$520	\$520	\$520
GSA/Diversity Club	\$500	\$500	\$500
Guitar Club (1)	\$750	\$750	\$750
International Club	\$566	\$566	\$566
Intramurals	\$29.01	\$29.01	\$29.01
Japanese Club (1)	\$750	\$750	\$750
Key Club	\$1,962	\$1,962	\$1,962
Leadership Team	\$289	\$289	\$289
Literary Magazine	\$881	\$881	\$881
Math Team (\$1,000 for one advisor or \$2,000 for two advisors)			
Mentor	\$1,731	\$1,731	\$1,731
Mentor Coordinator	\$2,439	\$2,439	\$2,439
National Honor Society	\$1,267	\$1,267	\$1,267
Newspaper	\$2,145	\$2,145	\$2,145
OSHA	\$1,500	\$1,500	\$1,500
Peer Leader	\$898	\$898	\$898
Photography Club	\$1,697	\$1,697	\$1,697
Quick Print	\$7,053	\$7,053	\$7,053
Ski Club	\$312	\$312	\$312
SkillsUSA Advisor	\$5,306	\$5,306	\$5,306
Skills USA Advisor State Competition	\$159	\$159	\$159
Skills USA Advisor National Competition	\$318	\$318	\$318
Student Government	\$857	\$857	\$857
Yearbook	\$3,227	\$3,227	\$3,227

1.0 Teaching functions performed beyond the normal school day authorized in advance by the Superintendent-Director and evening school director shall be compensated at the rate of:

2018-2019: \$45.13

2019-2020: \$45.13

2020-2021: \$45.13

2.0 The salary for all new extracurricular positions shall be agreed upon by the Committee and the Association prior to the establishment of the position. Such agreement shall become a part of this contract.

3.0 It is agreed that the rate of pay for intramural supervision shall be for actual practice and playing time only and that preparation time shall not be included.

4.0 Cheerleading shall be for the football and basketball seasons.

5.0 All extracurricular advisors, directors, and athletic coaches shall be appointed annually by the Assistant Superintendent/Principal for a one-year term. All positions will be posted in May, under normal circumstances, for the following year.

- 6.0 Stipends will be paid upon the completion of the respective service and only when all obligations and responsibilities have been met.
- 6.1 Establish a subcommittee to revise Appendix D to be completed no later than June 17, 2019.
- 7.0 While all efforts will be made to fill the positions with members of the teaching staff, it is understood and agreed between the parties that the Assistant Superintendent will give preference in filling the above positions with qualified teaching staff unless there is a candidate more qualified outside the bargaining unit.
- 7.1 Further, in instances where a member of the bargaining unit is appointed by the Assistant Superintendent/Principal to fill one of the above positions, said appointment is made only on an annual basis. The Principal may in his/her discretion waive the annual reapplication requirement for an incumbent in non-athletic, extracurricular positions. An individual's reappointment to a position in a subsequent year will be determined by the Principal based upon:
- a) The individual's satisfactory performance of all duties and obligations inherent to the position as outlined in relevant job specifications; and
 - b) The recommendations of the Administration.
- 7.2 Applications for the positions must be made annually for the forthcoming school year. Applicants who are not reappointed will be notified of such action by the Committee.

APPENDIX E

TEACHERS' INDIVIDUAL CONTRACTS

1.0 Teacher's Initial Contract

The Greater Fall River Regional School District Committee of Massachusetts hereby agrees to employ _____ and _____ hereby agrees to serve, under the direction of the Superintendent-Director, as a _____ in the Diman Regional Vocational Technical High School of Fall River, beginning _____, 20____ and ending _____, 20____, subject to the conditions stated below.

In accordance with the provisions of the prevailing salary schedule of the Committee, the Committee has voted and hereby agrees to place said teacher on salary step ____ and degree credit level _____ and to pay said teacher, and said teacher hereby agrees to accept, for services during the above-stated period, an annual salary of \$ _____ in _____ periodic installments payable as follows: _____, beginning _____, 20____ and subject to deductions required by law or which the teacher may in writing authorize. Pay will be terminated at the time services are terminated.

This contract (Teachers' Initial Contract) may be terminated by mutual consent at any time. It may be terminated by the Committee for cause as provided by statute. The teacher may resign for good reason by submitting at least thirty (30) days written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Committee action, the teacher will accept employment with no other School Committee in Massachusetts; provided that, in the event no salary agreement for the ensuing year has been signed by August first, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.

This contract (Teachers' Initial Contract) is subject to Statutes of the State of Massachusetts, the rules and regulations of the Greater Fall River Regional School District Committee and the Master Agreement between the Committee and the Diman Regional Vocational Technical Teachers' Association.

SIGNED:

Teacher

Date

Superintendent-Director

Date

School Committee Chairman

Date

APPENDIX F

TEACHER EVALUATION

Simply stated, the purpose of evaluation is to improve performance and is a requisite to insure the highest and best performance of an individual. Specifically, an evaluator by observation notes the strengths and weaknesses of an evaluatee and makes recommendations, which will help an evaluatee to improve his/her performance. For any evaluation to be successful, ground rules must be established so that the evaluatee knows what he/she is being rated on.

Responsibility for Evaluation:

Teachers without Professional Status - The Superintendent-Director or designee makes at least one evaluation and he/she may delegate other evaluations to the Assistant Superintendent/Principal, Occupational Coordinator, Academic Coordinator, Director of Guidance, and/or Director of Special Needs/Grant Coordinator.

Teachers with Professional Status - The Superintendent-Director, Assistant Superintendent/Principal, Occupational Coordinator, Academic Coordinator, Director of Guidance, and/or Director of Special Needs/Grant Coordinator.

General Principles:

1. Since the primary responsibility for evaluation rests with the Superintendent/Director of the school, all evaluators shall share with him/her information regarding the teacher's performance.
2. Effectiveness of evaluation hinges upon the establishment of a cooperative, constructive relationship between the evaluator(s) and the person being evaluated.
3. All evaluation reports will include a written statement by the evaluator indicating that the teacher's performance was satisfactory or unsatisfactory. All evaluations rated unsatisfactory must include a written statement by the evaluator with his/her recommendation for improvement.

Orientation of Teachers:

The Superintendent-Director or designee is responsible for meeting the teachers of his/her staff without professional status to explain the evaluation procedures and the part each administrator plays in the evaluation program. Each new teacher will be given a written copy of the evaluation procedures.

Evaluation of Teachers without Professional Status - Classroom and Shop

1. There shall be a maximum of five evaluations per year. Additional evaluations may be requested by the teacher. In the case of an unsatisfactory evaluation by the Occupational Coordinator, Academic Coordinator, Director of Guidance, and/or Director of Special Needs/Grant Coordinator, an additional evaluation can be conducted by the

Superintendent-Director or Assistant Superintendent/Principal. This re-evaluation shall not be subject to the maximum number specified.

2. The teacher will be advised by the Superintendent-Director or designee, Assistant Superintendent /Principal, Occupational Coordinator, Academic Coordinator, Director of Guidance, and/or Director of Special Needs/Grant Coordinator as to the date and time of the evaluation at least 48 hours in advance of said evaluation.
3. The teacher will notify the evaluator what the lesson and/or job will be for that particular date and time.
4. The evaluator will base his or her observations on the work of the classroom teacher in a class period or on the work of a shop teacher in teaching a specific job or operation.
5. A conference between the evaluator and the teacher will be held as soon as possible but no later than five (5) school days after the classroom and/or shop observation. Said conference will be held during normal school hours.
6. When the Teacher Evaluation form is completed, the evaluator will meet with the teacher to review the evaluation and the teacher may make any written comment on his evaluation, which will be retained as part of the evaluation report. The teacher will be given a completed copy of the evaluation report.

Evaluation of Teachers with Professional Status - Classroom and Shop:

1. There shall be a maximum of three evaluations per year. Additional evaluations may be requested by the teacher. In the case of an unsatisfactory evaluation by the Occupational Coordinator, Academic Coordinator, Director of Guidance, and/or Director of Special Needs/Grant Coordinator, an additional evaluation can be conducted by the Superintendent-Director or Assistant Superintendent/Principal. This re-evaluation shall not be subject to the maximum number specified. The administration may elect to evaluate a teacher on alternating years rather than on an annual basis subject to the maximum number of evaluations as stated above for the year in which the evaluation takes place.
2. The teacher will be advised by the Superintendent-Director, Assistant Superintendent/Principal, Occupational Coordinator, Academic Coordinator, Director of Guidance, and/or Director of Special Needs/Grant Coordinator as to the date and time of the evaluation at least 48 hours in advance of said evaluation.
3. The teacher will notify the evaluator what the lesson and/or job will be for that particular date and time.
4. The length of observation will be a class period for a classroom teacher and the length of time necessary to teach a specific job or operation for the shop teacher.

5. A conference between the evaluator and the teacher will be held as soon as possible but no later than five (5) school days after the classroom and/or shop observation. Said conference will be held during normal school hours.
6. When the Teacher Evaluation form is completed, the evaluator will meet with the teacher to review the evaluation and the teacher may make any written comment on his evaluation, which will be retained as part of the evaluation report. The teacher will be given a completed copy of the evaluation report.

APPENDIX G

SICK LEAVE BANK

1.0 Purpose

- 1.1 The purpose of the Sick Leave Bank shall be to provide additional sick leave protection to members of the Diman Regional Vocational Technical Teachers' Association, who participate in said Bank.

2.0 Administration

- 2.1 The Sick Leave Bank shall be administered by a four member Sick Leave Bank Board. The School Committee and the Association shall be equally represented on the Board. Chairmanship of the Board shall be alternated yearly between the School Committee and the Association. A member of the school administration shall serve on the Board as a non-voting member.
- 2.2 The award of sick leave to an individual and the amount of sick leave awarded to an individual shall be decided by the Sick Leave Bank Board. The Board may establish guidelines and policies provided that they do not conflict with other provisions of this Appendix. Decisions of the Board within the scope of this Appendix shall be final and beyond appeal.
- 2.3 A report of the activities of the Sick Leave Bank shall be submitted to the School Committee on a semi-annual basis.

3.0 Operation

- 3.1 The assets of the Sick Leave Bank shall be by mandatory donation of sick leave to the Bank by the participating members. Each member shall deposit not more than one (1) of his/her sick leave days per year.
- 3.1.1 Any member upon achieving Step Ten (10) of the Sick Leave Bank schedule shall cease donating personal sick leave to the Bank until such time that he/she utilizes Bank sick leave.
- 3.2 Withdrawal from the Sick Leave Bank shall be granted only after approval of a written request by the individual(s) needing Bank sick leave. The written request shall state the reasons for the request and be accompanied by a doctor's certificate stating the nature of the illness. For a recurring illness, a doctor's certificate must be on file.
- 3.3 Certification shall be required from the administration stating that all the applicant's accrued sick leave has been utilized prior to granting of Bank sick leave.

4.0 Withdrawal of Bank Sick Leave

- 4.1 Withdrawal of Bank sick leave shall be as per Schedule "A" below.

SCHEDULE "A"

<u>Step</u>	<u># of Days on Deposit</u>	<u>Total # of Withdrawal Days per Year</u>
1	1	5
2	2	10
3	3	15
4	4	20
5	5	25
6	6	30
7	7	35
8	8	40
9	9	45
10	10	50

4.2 Definition of Steps and Days on Deposit

4.2.1 Step #1 - shall be any participating members who have one (1) day on deposit in the Sick Leave Bank.

4.2.2 Step #2 - shall be any participating members who have two (2) days on deposit in the Sick Leave Bank.

4.2.3 Step #3 - shall be any participating members who have three (3) days on deposit in the Sick Leave Bank.

4.2.4 Step #4 - shall be any participating members who have four (4) days on deposit in the Sick Leave Bank.

4.2.5 Step #5 - shall be any participating members who have five (5) days on deposit in the Sick Leave Bank.

4.2.6 Step #6 - shall be any participating members who have six (6) days on deposit in the Sick Leave Bank.

4.2.7 Step #7 - shall be any participating members who have seven (7) days on deposit in the Sick Leave Bank.

4.2.8 Step #8 - shall be any participating members who have eight (8) days on deposit in the Sick Leave Bank.

4.2.9 Step #9 - shall be any participating members who have nine (9) days on deposit in the Sick Leave Bank.

4.2.10 Step #10 - shall be any participating members who have ten (10) days on deposit in the Sick Leave Bank.

4.3 Definition of Total Number of Withdrawal Days Per Year:

- 4.3.1 Maximum withdrawal days per year shall be based on five (5) times the number of days on deposit.
- 4.3.2 Any member who utilizes a portion of his/her maximum Bank sick leave during the existing school year shall be eligible for the remainder of his/her Bank sick leave, if necessary, during the same school year, as per paragraph 3.2.
- 4.3.3 Any member who utilizes a portion of his/her maximum Bank sick leave shall regress to a step level proportionate to what he/she already used. Upon transferal of Bank sick leave to succeeding school years, as per Schedule "B".

SCHEDULE "B"

Step	Intermediate	Maximum
1	1 2	3 4 5
2	6 7	8 9 10
3 Revert	11 12	13 14 15
4 to	16 17	18 19 20
5 Step	21 22	23 24 25
6 Level	26 27	28 29 30
7	31 32	33 34 35
8	36 37	38 39 40
9	41 42	43 44 45
10	46 47	48 49 50

Example #1: Member is on Step #8 with eight (8) days on deposit and a maximum allowable Bank leave of forty (40) days. Member uses thirteen (13) days of Bank sick leave during present school year. Upon transferal of Bank sick leave to the succeeding school year, said member will be considered as being on Step #6 without any additional donation of personal sick leave.

If said member elects to donate personal sick leave from his newly acquired leave of that succeeding year, he shall progress to Step #7.

Example #2: Member is on Step #2 with two (2) days on deposit and a maximum allowable Bank sick leave of ten (10) days. Member uses all ten (10) days of Bank sick leave during the present school year. If said member elects to donate personal sick leave from his newly acquired sick leave of the succeeding school year, he shall progress to Step #1.

APPENDIX H

PART-TIME TEACHERS

1.0 This appendix covers the wage schedule and fringe benefits for the various classes of part-time teaching personnel.

2.0 **LPN Instructors (Outside)**

This category covers those LPN instructors who are employed on a part-time basis. LPN teaching functions performed on a part-time basis shall be compensated at the evening school rate as stated in Appendix D.

3.0 **Part-time Teachers**

This category covers teachers who are employed to teach specific subjects on a scheduled basis but less than full-time.

Type A - Teachers who are employed for twenty (20) or more periods per week.

Pay - To be prorated by periods employed in accordance with Schedules A and B.

Sick Leave - One day for each eleven (11) days worked (not accumulative from year to year).

Funeral Leave - In accordance with Article XVII of this Agreement.

Personal Day - One day per year after person has worked 50% of school year.

Medical - If average workload exceeds thirty (30) periods per week, medical benefits will be granted in accordance with Article XXII, Paragraph 2.0, of this Agreement. If average workload is less than thirty (30) periods per week, 50% of the medical benefits listed in Article XXII, Paragraph 2.0, will be granted.

Preparation Periods - One preparation period will be allowed for each three periods of classroom teaching in a weekly cycle. This will not apply to the Speech Therapist.

Type B - Teachers who are employed for less than twenty (20) periods per week.

Pay - Compensation will be as follows:

Effective 9/1/18 - \$29.50 per hour

Effective 9/1/19 - \$29.50 per hour

Effective 9/1/20 - \$29.50 per hour

Funeral Leave - In accordance with Article XVII of this Agreement.

Preparation Periods - One preparation period will be allowed for each three periods of classroom teaching in a weekly cycle. This will not apply to the Speech Therapist.

4.0 **Grievance**

4.1 It is agreed the failure of the School Committee to reappoint a teacher without professional status covered by Appendix H shall not constitute an event or condition subject to the procedures under Article III of this procedure.

5.0 **Length of Service**

5.1 A part-time teacher's length of service for any school year will be the ratio of periods worked to the total number of scheduled periods in a full-time teacher's work year.

5.2 A part-time teacher's total length of service will be determined by the sum of all previous years length of service.

6.0 **Length of Day**

6.1 The workday of all part-time teachers will begin fifteen minutes before their scheduled teaching time and will end fifteen minutes after completion of the scheduled teaching time.

APPENDIX I

JOB DESCRIPTIONS

VOCATIONAL-TECHNICAL *Job descriptions will be established no later than June 17, 2019.

1. Auto Body
2. Auto Mechanics
3. Building Technology
4. Culinary Arts
5. Drafting
6. Electricity
7. Electronics
8. General Shop
9. Graphic Arts
10. Health Careers
11. House & Mill Carpentry
12. HVAC
13. Machine Shop
14. Metal Fabrication & Welding
15. Office Technology
16. Plumbing
17. Practical Nurse
18. Practical Nurse (Part-time)
19. Substitute - Vocational/Technical

ACADEMIC

1. English
2. Mathematics
3. Science
4. Social Studies
5. Special Education
6. Physical Education
7. Substitute - Academic

GUIDANCE

1. Guidance Counselor
2. School Adjustment/Crisis Counselor
3. At-Risk Guidance Counselor
4. School Nurse

ATHLETICS

1. Athletic Director
2. Coach

SUMMER SCHOOL

1. Academic
2. Vocational/Technical
3. Guidance Counselor
4. Nurse/Health Instructor

OTHER

1. Chapter I Teacher - reading
2. Business Education
3. Library Teacher

Diman Teachers Association
and the Greater Fall River Vocational School District
251 Stonehaven Road
Fall River, MA 02723

Professional Rights and Responsibilities – Grievance Form
Level 1 – Immediate Supervisor

Name of Aggrieved _____ Today's Date _____

Department _____ Position _____

Date of Claim _____

Article/Section of contract alleged to be violated _____

Nature of claim (brief statement of grievance; supportive data may be attached)

Remedy sought:

Signature of Aggrieved

Signature of Faculty Representative

PROCEDURE DOCUMENTATION

Date of discussion with immediate supervisor _____

Date of written submission to immediate supervisor _____

Date of written response from immediate supervisor (within 5 days) _____

Response of immediate supervisor _____

Signature of immediate supervisor

cc: Principal, Diman Teachers Association file, Aggrieved, PR&R Chairman

Diman Teachers Association
and the Greater Fall River Vocational School District
251 Stonehaven Road
Fall River, MA 02723

Professional Rights and Responsibilities – Grievance Form
Level 2 – Superintendent-Director

Name of Aggrieved _____ Today's Date _____

Department _____ Position _____

Date of Claim _____

Article/Section of contract alleged to be violated _____

Nature of claim (brief statement of grievance; supportive data may be attached)

Remedy sought:

Signature of Aggrieved

Signature of Faculty Representative

PROCEDURE DOCUMENTATION

Date of submission to PR&R Chairman _____

Date of submission to Superintendent-Director _____

Date of discussion with Superintendent-Director _____

Date of written response from Superintendent-Director (5 days) _____

Response of Superintendent-Director _____

Signature of Superintendent-Director

cc: Superintendent-Director, Diman Teachers Association file, Aggrieved, PR&R

Diman Teachers Association
and the Greater Fall River Vocational School District
251 Stonehaven Road
Fall River, MA 02723

Professional Rights and Responsibilities – Grievance Form
Level 3 – School Committee

Name of Aggrieved _____ Today's Date _____
Department _____ Position _____
Date of Claim _____
Article/Section of contract alleged to be violated _____
Nature of claim (brief statement of grievance; supportive data may be attached)

Remedy sought:

Signature of Aggrieved

Signature of Faculty Representative

PROCEDURE DOCUMENTATION

Date of submission to PR&R Chairman _____

Date of discussion with School Committee _____

Date of written response from School Committee (20 days) _____

Response of School Committee _____

Signature of School Committee Chairman

cc: School Committee, Superintendent-Director, Diman Teachers Association file, Aggrieved, PR&R
Chairman, attorney for School District, MTA Legal Services

Diman Teachers Association
and the Greater Fall River Vocational School District
251 Stonehaven Road
Fall River, MA 02723

Professional Rights and Responsibilities – Grievance Form
Level 4 – Arbitration

Name of Aggrieved _____ Today's Date _____

Department _____ Position _____

Date of Claim _____

Article/Section of contract alleged to be violated _____

Nature of claim (brief statement of grievance; supportive data may be attached)

Remedy sought:

Signature of Aggrieved

Signature of Faculty Representative

PROCEDURE DOCUMENTATION

Date of submission to PR&R Chairman _____

Date of submission to Arbitration _____

Date of submission to American Arbitration Association _____

cc: School Committee, Superintendent-Director, Diman Teachers Association file, Aggrieved, PR&R
Chairman, attorney for School District, MTA Legal Services

APPENDIX K

LONGEVITY SCHEDULE

Year	(\$150)year	(\$150)year	(\$150)year
	2018/2019	2019/2020	2020/2021
10	1,500	1,500	1,500
11	1,650	1,650	1,650
12	1,800	1,800	1,800
13	1,950	1,950	1,950
14	2,100	2,100	2,100
15	2,250	2,250	2,250
16	2,400	2,400	2,400
17	2,550	2,550	2,550
18	2,700	2,700	2,700
19	2,850	2,850	2,850
20	3,000	3,000	3,000
21	3,150	3,150	3,150
22	3,300	3,300	3,300
23	3,450	3,450	3,450
24	3,600	3,600	3,600
25	3,750	3,750	3,750
26	3,900	3,900	3,900
27	4,050	4,050	4,050
28	4,200	4,200	4,200
29	4,350	4,350	4,350
30	4,500	4,500	4,500
31	4,650	4,650	4,650
32	4,800	4,800	4,800
33	4,950	4,950	4,950
34	5,100	5,100	5,100
35	5,250	5,250	5,250
36	5,400	5,400	5,400
37	5,550	5,550	5,550
38	5,700	5,700	5,700
39	5,850	5,850	5,850
40	6,000	6,000	6,000
41	6,150	6,150	6,150
42	6,300	6,300	6,300
43	6,450	6,450	6,450
44	6,600	6,600	6,600
45	6,750	6,750	6,750
46	6,900	6,900	6,900
47	7,050	7,050	7,050
48	7,200	7,200	7,200
49	7,350	7,350	7,350
50	7,500	7,500	7,500

The Diman Regional Vocational Technical High School (District) and the Diman Teachers Association (Association) hereby agree to the following regarding the filling of the instructor position for the LPN program.

1. A teacher will be appointed to a position in the LPN program.
2. The teacher in this position will be assigned to a flexible day schedule. Therefore, the teacher will be required to work the same hours as specified in Article V 1.0, but the work schedule will be altered to provide for later arrival and departure times.
3. The teacher will be entitled to all other provisions and benefits of the Agreement.
4. The parties agree that this arrangement will not set any precedent for either side nor will either party waive any collective bargaining rights.

By: _____

By: _____

Date: 10-8-09

Date: 10-9-09