

AGREEMENT

Between the

PATHFINDER REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL DISTRICT COMMITTEE

and the

PATHFINDER EDUCATION ASSOCIATION

September 1, 2017- August 31, 2020

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PREAMBLE

Pursuant to the provision of Chapter 150E of the Massachusetts General Laws, this Contract is made by the PATHFINDER REGIONAL VOCATIONAL-TECHNICAL HIGH SCHOOL DISTRICT COMMITTEE (hereinafter referred to as the Committee) and the PATHFINDER EDUCATION ASSOCIATION (hereinafter referred to as the Association).

<u>ARTICLE I</u>

RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms and conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent and representative for a unit consisting of all regularly employed academic, vocational and related teachers, librarians, school adjustment counselors, school counselors, guidance counselors, and the school psychologist(s) who have been recommended by the Principal and approved by the Superintendent-Director. The school nurse and the behavioral specialist shall be added to the unit. It is also agreed that the Co-Op Director and Grant Coordinator are not in the unit.

ARTICLE IA

COMMITTEE RIGHTS

- A. The School Committee is a public body established under and with the powers provided by the General Laws of the Commonwealth of Massachusetts. Except as specifically abridged or modified by a term or provision of this Agreement, nothing in this Agreement shall derogate from the powers and responsibilities of the Committee under the General Laws of the Commonwealth of Massachusetts.
- B. Unless modified or changed by a specific written provision of this Agreement, the committee retains those rights, powers and duties it now has, may be granted or have conferred upon it by law and the exercise of such rights shall be final and binding.
- C. Unless modified by a provision of this Agreement, the Administration retains all customary rights and powers to manage and administer the schools. The exercise of such rights and powers shall not be subject to review under Article VII

ARTICLE II

WORKING CONDITIONS

A. <u>Teachers' Hours and Load</u>

1. Teachers are expected to be present ten (10) minutes prior to the beginning of school (late bell) and remain in the school nineteen (19) minutes after the end of the last period unless administrative approval is given to leave sooner. Such approval shall not be unreasonably denied, however the final decision rests with the Principal. The foregoing shall not relieve teachers from faculty, department, and committee meetings, parent conferences, extra help for students, evening meetings related to school programs,

detention supervision, and activities which are recognized as part of a teacher's professional responsibility.

- 2. A faculty member will not be expected to attend more than fifteen (15) meetings per year, which are scheduled after school hours, without remuneration. These staff meetings shall not exceed one hour. Notice of these meetings shall be posted and placed on teachers' voice mail not later than twenty-four (24) hours before the meeting.
- 3. The school year of teachers covered by this contract shall be comprised of no more than 183 days one (1) day prior to the opening of school, 180 days while students are in attendance, and one (1) day in the middle of the year without students present and one (1) day after the end of the school year for students. The Superintendent-Director may excuse a teacher at the close of the school year after all students have been dismissed and the teacher's work for the year has been completed. The school year for teachers will begin no earlier than August 25th.
- 4. The schedule shall consist of six (6) sixty (60) minute periods per day. Each academic and related teacher shall be guaranteed prep periods as set forth below over a two-week period. Unscheduled periods over and above guaranteed preps may be assigned as duty periods. Duty periods shall be equitably distributed among all academic/related teachers.

2016-2017: 19 or 9/10 (9 one week and 10 the following week)

2017-2018: 15 or 7/8

2018-2019 and thereafter: 10 or 5/5

- 5. If an academic or related teacher covers a class during a guaranteed preparation period, that teacher will be compensated in accordance with Article IX G.
- 6. The agreed philosophy for academic and related classes is to maintain a balance between the number of classes and the number of students, with the optimum number of students to be one hundred twenty-five (125) per day, per teacher. Every effort will be made to insure that a teacher will not be assigned more than three (3) consecutive teaching periods.
- 7. On Mondays, Wednesdays, and Fridays, class periods shall run consecutively one (1) through six (6). On Tuesdays and Thursdays, periods shall run in the reverse order, six (6) through one (1). Days shall run in this order, regardless of days off due to holidays, vacations or weather cancellation.
- 8. The goal for related and academic classes is twenty-five (25).
- 9. The vocational teacher shall have one (1) duty-free period each day.
- 10. Every effort will be made to notify teachers of their programs for the coming school year, including the grade level and/or subjects that they will teach, no later than July 15.
- 11. The Open House and annual Recruiting Event/Career Night shall be mandatory for all teachers. The dates of the Open House and the Recruiting Event/Career Night shall be set by the District prior to the start of the school year. On the day of the Recruiting Event/Career Night, school will be in session for a half day. On this day, attendance

during the school day and at the Recruiting Event/Career Night shall constitute a full working day for teachers. In the case of serious illness or emergency, teachers may be absent for all or part of the day, however, the provisions of Article III, Sick Leave, will apply.

The following will be attended by appropriate faculty on an equitable basis: Academic/Vocational Awards events (at least 1 representative from each department) and the two (2) Advisory Meetings (Vocational Department Head and additional department members as necessary). The dates for these events will be announced for sign-up by teachers no later than September 15 of each year to be returned to the Administration no later than September 30 of each year. If an event needs to be rescheduled, Administration shall notify teachers of the changed date at least twenty (20) calendar days in advance of the original date, except in cases of emergency. If any of these events takes place on non-school days, i.e., Saturday, Sunday, holiday, school vacation or during the summer, then attendance by teachers will be strictly voluntary.

B. <u>Curriculum</u>

1. Curriculum

- a. The District and faculty hold a shared responsibility for writing and updating curriculum. Every faculty member is responsible for helping to update curriculum with support from department heads, cluster chairs, and the administration, without additional compensation. Updating curriculum will be coordinated through department and cluster meetings, or as directed by the District. The District will not expect teachers to develop curriculum (as contrasted with lesson planning) during their preparation periods.
- b. When the District identifies a need for new curriculum, it will post the work of writing new curriculum and send the posting to all unit members via their school email. The District shall determine which faculty members to appoint as curriculum writers. The District will pay curriculum writers a minimum of two thousand five hundred dollars (\$2,500) per course upon approval of the newly written curriculum. This does not preclude the District from developing curriculum using other methods.
- c. The District shall have final approval of curriculum.

2. Department Heads (Through 2018-2019 school year)

- a. Effective August 31, 2000 there shall be twenty-three (23) Department Head positions, whose responsibility shall be to prepare budgets, to purchase books and other materials, and to coordinate with the Administration on an ongoing basis. Such positions shall exist in each shop and academic area.
- b. The stipend for academic department heads shall be listed as 50% of whatever the vocational department head stipend is.

2. Department Heads (Effective 2019-2020 School year)

a. Department Heads, shall be responsible for preparing budgets, purchasing books and other materials, and to coordinate with the administration on curriculum and other

- matters on an ongoing basis. Such positions shall exist in each shop area and academic cluster. Department Heads are selected by the District in its sole discretion.
- b. There will be 19 Department Heads in total for all instructional areas: Stipends shall be paid in accordance with Appendix B.

C. <u>Programs Other than Regular Day School</u>

- 1. All openings in the program other than regular day school will be adequately publicized by the District, and applicants for such positions will be notified of the action taken regarding their application ten (10) school days prior to the scheduled starting date of said program.
- 2. Positions in this Article which must by law be filled by certified teachers all factors relating to qualifications being equal in the committee's judgment will be filled first by applicants already employed in the system, then by those candidates outside the school system who apply, providing minimum qualifications are met.

D. <u>Vacancies, Promotions and New Positions in the Regular Day Program</u>

- 1. The filling of vacancies within the School System is the responsibility of the Principal, subject to the approval of the Superintendent-Director.
- Whenever a vacancy occurs in either an established or newly created position, it will be adequately publicized by means of an email sent to all members at their school email address as soon as the vacancy occurs. If the vacancy occurs during the summer, notice of such vacancy shall be sent to the president or designee of the Association via their home email, if provided to employer prior to the end of the school year. The Committee will also post all positions covered by the contract on the school website.
- 3. All such notices shall set forth the specifications, qualifications and the rate of compensation (where determined) for the position and the date by which application shall be filed with the District. Notice of such vacancy shall remain posted for ten (10) days before applications are closed.
- 4. An opening will not be publicized when in the judgment of the District it may be filled by a person on leave of absence from the System.
- 5. a. For department level hiring, the Principal may ask the Department Head in the affected department and others, as needed, to screen and interview candidates.
 - b. The filling of vacancies shall ultimately be based upon the judgment of the District, as to what will best serve the interest of the students. The District where applicable, with the input of the Department Head and others, will give due consideration to the professional background (attainment), knowledge, ability, skill, efficiency, attendance, general health, personality of the applicants and other relevant factors.
 - c. Whenever the above factors are equal in the judgment of the District, preference will be given to professionals already employed by the District. It is recognized that the final decision as to the selection must rest with the District, and that their decision will not be subject to the arbitration provisions of this Agreement.

6. Nothing in this Agreement shall prevent the District from making acting appointments in the best interest of the educational needs for the system until positions can be filled with permanent appointments. (Such acting appointments will normally not be for more than one (1) year).

E. <u>Association's Use of School Facilities</u>

The Association will be allowed use of the school facilities upon advance request of and approval by the Superintendent-Director, providing such use does not interfere with the educational process. The Association is responsible for paying the costs of the custodian who would be present to open and close the building when it is utilized by the Association.

F. Resignation Procedure

Any regularly employed teacher intending to terminate employment in the system will submit a written resignation to the Superintendent-Director at least 30 days prior to the effective date of such termination.

ARTICLE III

LEAVES WITH PAY

A. Sick Leave

- 1. All full-time regularly employed teachers in the system will be granted sick leave with full pay for fifteen (15) days per school year, cumulative without limit. Sick days will be credited to each teacher on the first day of the school year for teachers employed on the first day. New teachers who enter the System after the first day of the school year will be granted sick leave on a prorated basis (1.5 days per full calendar month). A record of each teacher's sick leave shall be available to him/her upon request.
- 2. Teachers shall be allowed to use sick leave for days absent to a serious illness or a member of the employee's immediate family or permanent house hold requiring the personal care of that member by the employee.
- 3. In the event of the absence of a teacher for illness in excess of three (3) consecutive working days, the teacher may be required to submit a physician's certificate of personal illness to the Superintendent-Director prior to the payment of sick leave benefits.
- 4. Sick leave benefits will be granted exclusively for illness or injuries not compensable under M.G.L. c. 152, and for reasons set forth in sub-section 2 of this Section.

B. Sick Leave Bank

- 1. The sick leave bank shall be established and administered by a sick leave bank committee consisting of five (5) members of the Pathfinder Education Association. The District shall appoint a representative who shall be entitled to attend all sick bank committee meetings as a non-voting member.
- 2. A sick leave bank is hereby established for the purpose of providing additional coverage after exhaustion of individual accumulated sick leave only in the event of serious prolonged illness as evidenced by medical certification exclusively for the use of the members of this bargaining unit. Participation by members of the unit shall be mandatory and each teacher shall be assessed one day of his/her annual and/or accumulated sick leave as of September 1, 1985.

New members of the bargaining unit shall be assessed one day of their annual and/or accumulated sick leave as of the date they enter the unit. Said days are to be deposited in the bank. Unused days in the bank shall carry over from year to year. In the event a teacher has no accumulated and/or annual sick leave at the time of said assessment, that teacher shall be assessed the amount of days owed to the bank the following September 1.

3. The initial grant of sick leave by the sick leave bank committee shall not exceed fifteen days. This initial grant will be approved on a daily or weekly basis as determined by the sick leave bank committee. Upon completion of the fifteen (15) day period, additional entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

A maximum benefit of 15 days per year of service for the first three years, not to exceed forty-five days, or membership of the bargaining unit will be granted to any one individual. As of September 1 of the fourth year of service by a member of the bargaining unit, the maximum benefit will increase to a full year (183 days) of sick leave per member, per separate cases of prolonged serious illness. Sick days are defined as teaching days excluding holidays and vacations.

4. Once the number of days in the bank exceeds two hundred (200), the bank will be considered depleted when the bank is reduced to two hundred (200) days. When the bank is depleted, all participants will be assessed one (1) additional day. The maximum accumulation of days in the sick bank will be one thousand (1,000). Once one thousand (1,000) days has been reached, the mandatory one (1) day assessment will cease unless the bank becomes depleted as defined above.

The mandatory assessment of one day per member will be implemented to stabilized the sick bank at approximately the maximum cap of one thousand days. The sick bank committee reserves the right to exceed the maximum cap. Individual members of the bargaining unit shall have the option of contributing no more than fifty (50) percent of their accumulated sick leave to the sick bank throughout the year. Teachers who resign, retire, or are laid-off from Pathfinder shall have the option of contributing all of their accumulated sick leave to the sick bank.

- 5. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and determining eligibility and amount of leave.
 - a. Adequate medical evidence of serious prolonged illness.
 - b. Prior exhaustion of all accrued sick leave.
 - c. Length of service in the Pathfinder School System.

Total disability for a maximum benefit – A member shall be considered totally disabled only while the person satisfies both of the following conditions:

- a. The person shall not be engaged in his/her or any other gainful occupation.
- b. They must be completely unable, due to sickness or bodily injury, or both, to engage in any and every gainful occupation for which he/she is reasonably fitted by education, training, or experience.

No days may be withdrawn from the sick leave bank for use for any other illness other than prolonged illness. Days may not be withdrawn to permit the individual to stay at home to care for other members of the family.

- 6. The duties of the sick leave bank committee shall be as follows:
 - a. To govern all phases of the sick leave bank, including the option to accept or reject an application for sick leave.
 - b. Review of long-term cases will be in order after each thirty (30) day withdrawal, and an attending physician's statement must be forwarded to the sick leave bank committee by the attending physician.
 - c. Authorized to make rules and regulations as necessary to administer the sick leave bank.
 - d. The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
- 7. The Association agrees to hold the District harmless for any action or inaction in the establishment or administration of the sick leave bank and further agrees to indemnify the District for all damages and costs, including legal fees, which are actually incurred by the District in connection with any civil action or administrative proceeding involving the sick leave bank.
- 8. It is understood and agreed that the only obligation of the District in relation to the sick leave bank is to pay out sick leave to teachers from said bank as officially directed by the Association.

C. <u>Sick Leave Buy-Back</u>

Effective September 1, 2007, teachers with less than 25 years of service who retire under M.G.L. Chapter 32 or who die while active employees of Pathfinder shall be compensated for unused accumulated sick leave for all sick days in excess of one hundred (100) days up to a maximum of three hundred fifty (350) days at the rate of twenty percent (20%) of the annual pay of the employee at the time of death or retirement. Teachers with 25 to 29 years of service may accumulate up to 375 days, and teachers with 30 or more years of service may accumulate up to 400 days. The parties agree that the maximum number of days that can be

bought back by teachers with less than 25 years of service under this Section is two hundred fifty (250) days (350 minus 100), and teachers with 30 or more years of service may buy back up to 300 days (400 minus 100). In the event of death, payment shall be made to the teacher's estate.

In order to receive payment of sick leave buy-back in any particular fiscal year, the teacher must have given written notice to the Superintendent-Director by January 1 of the prior fiscal year, in order to permit budgeting of the amount due. Teachers, who notify by January 1 will have the option of receiving payment when they retire or defer payment until the next January 1. Late notice will only delay payment, not forfeit it.

D. <u>Professional Days</u>

Teachers may be granted leave for visitations to other schools and attendance at conferences, workshops, etc. upon written application to the Superintendent-Director. Written application shall first be submitted to the Assistant Superintendent-Director (Principal) who may grant approval.

E. <u>Union Leave</u>

An elected official or an appointed representative of the local ASSOCIATION may be granted a total of two (2) days for the purpose of attending MTA/NEA conferences, meetings, and/or workshops upon written request submitted to the Superintendent-Director. Written application shall first be submitted to the Assistant Superintendent-Director (Principal) who may grant approval.

F. Personal Leave

All teachers shall have two (2) days personal leave for the purpose of transacting business which cannot be done at any time other than during a regular school day. Such leave must be approved by the Superintendent-Director. Request for the leave must be given to the Superintendent-Director no later than one week in advance, except in cases of emergency. Personal leave shall not normally be taken on the day immediately preceding or following vacations, holidays or long weekends. Written applications shall first be submitted to the Assistant Superintendent-Director (Principal) who may grant approval.

Typical occasions of personal leave include:

- a. Business and other legal transactions which can only be attended to by the member during school hours.
- b. Graduation or wedding of a member of the immediate family.
- c. Religious days.
- d. Emergencies which develop without prior knowledge of the teacher and which require the immediate attention of the teacher.
- e. Leave for appointments with medical physicians in specialty areas which could not be scheduled outside of school hours.
- f. Intimately personal.

Other occasions of personal leave not listed above may be granted where a request is submitted, with an explanation, subject to the approval of the Superintendent-Director. The parties agree to develop an updated form for administering personal leave.

G. Bereavement Leave

All regularly employed teachers shall be granted bereavement leave, up to three (3) days, not chargeable to sick leave, to cover death in the immediate family – grandparents, parents, child, brother, sister of an employee or spouse. To cover the death of an immediate household member, teachers will be granted up to five (5) days under this section.

H. Jury Duty

- 1. A teacher on call for jury duty shall notify the Superintendent or his designee as soon as possible if he/she is scheduled to serve on jury duty.
- 2. A teacher actually serving on jury duty on a work day or who actually reports to the Court for jury service as required by said Court for any portion of a work day, shall receive his/her regular rate of pay for each day served, reduced by the amount of jury pay received from the Court. (Jury pay received for service on non-working days shall not be deducted from a teacher's pay.) Jury pay, however, shall not include any meal or travel expenses paid by the Court. The normal pay of a teacher shall not be interrupted by jury duty.

A teacher serving on jury duty will furnish the Committee information with respect to days actually served on jury duty, days or any portion of a day the teacher reported to the Court for service as required by the Court, and the amount of jury pay (not including meals or travel expenses paid by the Court) received from the Court. Upon receipt of such information, the School Committee shall deduct the amount of jury pay from the teacher's next paycheck. In the alternative, at the teacher's option, the teacher may endorse the jury pay check to the School District or may provide a personal check to the School District in the appropriate amount. The Association shall hold the Committee harmless for said deduction but reserves the right to process grievances as to the amount of said deduction.

ARTICLE IV

LEAVE WITHOUT PAY

A. Statutory Leaves (FMLA, MPLA, and SNLA)

- 1. Notwithstanding anything in this Agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave or Military Family Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), if he or she has worked 1250 hours in the last twelve (12) months, in accordance with the FMLA. Likewise, employees may exercise their rights to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA").
- 2. The FMLA is a federal law that provides for up to twelve (12) weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend to certain qualifying exigencies connected with having a family member deployed to active military service. In addition, the FMLA allows up to twenty-six (26) weeks of leave in a single twelve (12) month period to

care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

- 3. The SNLA is a state law that provides up to twenty-four (24) hours per year of unpaid leave to attend to certain responsibilities regarding the educational advancement of the employee's child, accompanying an employee's child to routine medical or dental appointments, or accompanying an elderly relative of the employee to routine medical or dental appointments, or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.
- 4. The MPLA provides an employee who has been employed for 3 months as a full time employee with 8 weeks of unpaid (except as provided below) parental leave for the purpose of giving birth or for the placement or adoption of a child as further defined in the statute. As long as the employee provides two-weeks' notice of their intent to return and returns at or before the expiration of 8-weeks, their right to return to the same or similar position is protected, as further detailed in the statute.
- 5. Although the statutory leaves are unpaid, employees with available qualifying paid leave benefits will receive paid leave. Qualifying paid leave means leave that would be available for use for the purpose for which it is being taken in the absence of the statute. For example, a leave taken in connection with the employee's own illness (including medically documented disability resulting from childbirth), qualifies for the use of sick leave, while leave to care for another sick person qualifies for sick leave only to the extent that sick leave for family illness is available. Parental leave that is not taken in connection with any disability of the teacher would not generally be eligible for sick leave. In the event that an employee qualifies for FMLA, MPLA or SNLA leave, the District has the right to designate applicable paid leave as FMLA, MPLA or SNLA leave. Leave entitlement will be calculated on a rolling 12-month basis. The District shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of this agreement. Leaves under the FMLA and MPLA will run concurrently. If both parents work for the District they are together entitled to the FMLA/MPLA statutory leave amount in the aggregate.

B. <u>Child-Rearing Leave</u>

- 1. A teacher shall be granted, upon request, an unpaid leave for child-rearing, such leave to commence upon the teacher or spouse giving birth, or upon commencement of adoption. Leaves beginning after February 1 of a school year may be granted for the balance of the school year or through the entire following school year. Leaves beginning between July 1 and February 1 may be granted through the next June 30.
- 2. The period of this child-rearing leave shall, upon request, be extended until the beginning of the school year in September first following the expiration of said leave. If such an extension is desired, it may be submitted with the original request; thereafter, if desired the teacher shall give the Superintendent-Director notice of the teacher's intent to so extend the leave at least sixty (60) days prior to the expiration of the child-rearing leave.

- 3. Leave under this policy may be terminated prior to expiration upon thirty (30) days prior written notification by the teacher to the Superintendent-Director and written approval of the teacher's attending physician.
- 4. In addition to the above, teachers not serving at discretion (non-professional status) shall be eligible for child-rearing leave with the understanding that the period of leave does not constitute creditable service under Massachusetts General Laws, Chapter 71, Section 412, and further the granting of the leave does not interrupt consecutive service required under said statute, so that upon return, each full year of service prior to the leave is creditable as service under said statute.

C. Miscellaneous

- 1. Teachers on maternity leave and child-rearing leave are expected to return to duty upon expiration of the leave as granted or as extended under the above provisions. Teachers who do not intend to return to duty shall, at least thirty (30) days prior to the expected date of return, request leave under provisions of this contract or submit a timely resignation or request for other leave will result in termination of employment.
- 2. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery thereafter are for all job-related purposes temporary disabilities and should be treated as such under any health or temporary disability. The teacher will be able to draw on her accumulated sick leave.
- (a) Teachers on approved sabbatical leave shall accrue seniority for purposes of layoff and for purpose of salary placement if, in the judgment of the School Committee, the original job-related purpose of granting the leave has, by affirmative evidence, been fulfilled.
 - (b) Notwithstanding any other provision of this agreement, teachers on other unpaid leaves of absence in excess of ninety school days (whether or not in the same school year) shall not accrue seniority for purposes of salary placement or sick leave, and for purposes of layoff, shall not accrue seniority for the first ninety school days of such leave.

ARTICLE V

EVALUATION

The parties agree to reopen the agreement if necessary to discuss District Determined Measures or other enactments of the Department of Elementary and Secondary Education pertaining to evaluations.

ARTICLE VI

TEACHERS' PROTECTION

A. <u>Statutory Protection</u>

No teacher will be dismissed, disciplined, reduced in rank or compensation without strict compliance to applicable statues.

B. <u>Indemnification Provision</u>

The parties acknowledge that M.G.L. Chapter 258, Section 9 governs indemnity of teachers acting within the scope of their official duties or employment.

C. <u>Workers' Compensation</u>

The Committee will provide Workers' Compensation under Massachusetts General Laws, Annotated, Chapter 152.

D. <u>Insurance Premiums</u>

- 1. The Committee shall have the right to negotiate and purchase, in such terms as it deems to be in the best interest of the District and its employees, a policy or policies of group general or blanket insurance providing hospital, surgical and medical benefits covering employees and their dependents. Prior to the purchase of said insurance, the Committee shall consult with an advisory committee elected or appointed by the organizations of the employees affected, for the purpose of securing the written recommendations of a majority of the membership of said advisory committee and shall negotiate with the Association to the extent required by M.G.L. Chapter 150E, Section 6.
- 2. The parties acknowledge that at the time of settlement of this Agreement, the Committee was unable to secure indemnity insurance at affordable rates necessary to attract a sufficiently large risk pool. Accordingly, the parties acknowledge that the health insurance offerings under this agreement are limited to health maintenance organizations (HMOs).
- 3. The School Committee's rate of contribution shall be 80% for all HMO plans, and 70% for all PPO plans.
- 4. Effective December 1, 2017, the District will make available disability insurance with the employee paying 100% of the cost.
- 5. Effective July 1, 2017, there shall be a one-time opt out payment for employees who have been on the plan for at least 3 years. The payment will continue for two years if employee (and spouse) remain off the District health insurance. The amounts of the payment will be based on the least expensive insurance plan taken during the relevant three years: \$1250 Individual Plan; \$2000 Double Plan; \$2500 Family Plan. The payment shall be paid in the last day of fiscal year or at the end of applicable period. The payment shall be prorated based on the days of work per year if employee or spouse/family member returns to health insurance due to a qualifying event.
- 6. The District agrees to pay seventy-five (75%) of the premiums for life insurance.

E. Access to Personnel File

Upon request, each teacher has the right to review the contents of his/her personnel file at reasonable times and with reasonable notice. At the teacher's request a representative of the Association may accompany the teacher in such a review. The review shall be made in the presence of the person responsible (Superintendent-Director or his designee) for the

safekeeping of such files. Facilities shall be available for the teacher to make photocopies of such contents and records.

F. <u>Teacher's Response to a Complaint</u>

Complaints or adverse reports concerning teacher performance, which are to be included in the teacher's personnel file, or acted upon, shall be shown to the teacher involved, within a reasonable time. The teacher will sign indicating only that the teacher has seen it.

A teacher shall have the right to answer in writing any complaints filed in his personnel file, and his/her answers shall be attached to the complaint and reviewed by the Superintendent-Director.

G. <u>Teachers Without Professional Status</u>

It is understood and agreed that teachers who have not attained professional status and who are not reappointed shall have no rights to a statement of reasons, or a hearing, or any other recourse.

H. <u>Association Representative</u>

The Association recognizes the authority and responsibility of the Superintendent-Director and other administrators to discipline or reprimand a teacher for delinquency of professional performance. If a teacher is to be formally disciplined or reprimanded by a member of the administration, he will be entitled to have a representative of the Association present.

ARTICLE VII

GRIEVANCE PROCEDURE

A. <u>Definition</u>

A grievance is defined as a claimed violation of an express specific provision of this Agreement.

For purposes of Article VII, unless otherwise stated, any reference to days shall be defined as working days.

B. Purpose

The purpose of this grievance procedure is to provide prompt resolution of grievances at the lowest possible level consistent with the authority of the official responding on behalf of the Committee. In order to implement the purposes of this Article, the parties shall upon request, share with each other all available information and evidence which is relevant to, and necessary for, the full consideration and resolution of the issues raised. Informal resolution of the grievance is encouraged.

C. <u>Grievance Committee of the Association</u>

The aggrieved teacher shall discuss the grievance with the Grievance Committee of the Association.

D. <u>Principal</u>

If the grievance is not resolved by such discussion, the grievance shall be presented by the teacher and a member of said committee to the principal within five (5) days of the occurrence of the grievance.

E. <u>Superintendent-Director</u>

- 1. If the grievance is not resolved by such presentation, it may be submitted by the aggrieved employee or the Association or both to the Superintendent-Director.
- 2. Such submission shall be in writing and must be made within ten (10) days of the occurrence of the grievance.
- 3. The grievance shall specify the facts, the issue, the date of the alleged violation, the controlling contract provision and the remedy or relief sought. Forms for filing grievances will be jointly prepared by the Superintendent-Director and the Association and give appropriate distribution so as to facilitate the submittal of the specification and operation of the grievance procedure.
- 4. The Superintendent-Director shall meet to discuss the grievance within seven (7) days of receipt and should answer the grievance in writing within seven (7) days of said meeting.
- 5. A grievance may not be expanded to specify any new or different alleged violation not contained in the written grievance submitted at the Superintendent-Director's level.

F. American Arbitration Association

- 1. If the grievance remains unresolved, the Association may, by a majority vote of its executive committee, refer the unsettled grievance to arbitration in writing fifteen (15) days after the Superintendent-Director's answer or the date on which said answer is due, whichever first occurs, specifying the facts, the issue, the date of the alleged violation, the controlling contract provision and the remedy or relief sought.
 - The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator within fifteen (15) days, the selection shall be made by the American Arbitration Association in accordance with its rules.
- 2. The arbitrator shall be without power or authority to alter, amend, add to or subtract from the provisions of this Agreement, shall be limited to the issues submitted and shall consider nothing else. The following shall not be subject to the grievance arbitration provisions of this Agreement:
 - a. Any matter which by law or under the terms of this Agreement is within the exclusive authority of the Committee.
 - b. Any aspect of the failure of the Committee or the Superintendent to reemploy any teacher without professional status.

- c. The dismissal or suspension of a probationary employee. The parties recognize that a teacher without professional status who has been teaching for more than ninety (90) calendar days in the system has a right to a hearing at his or her request before the Superintendent-Director under M.G.L. c. 71, §42.
- 3. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and Association and shall be final and binding upon the Committee, the Association and the employee or employees who initiated the grievance.
- 4. The costs of the services of the arbitrator, including <u>per diem</u> expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.

G. <u>Exclusive Remedy</u>

- 1. In any matter involving disciplinary procedures, suspension, dismissal, removal or termination and which is not specifically excluded from arbitration hereunder, the employee may elect arbitration as the exclusive remedy for such a matter.
- 2. The arbitration provisions of the Agreement will not apply to a grievance unless the employee elects the Arbitration provision as final and binding and as the exclusive remedy in a matter involving disciplinary procedure, suspension, dismissal, removal or termination. Such employee election will be put in writing (by the employee) to the Committee within fifteen (15) days of the Committee answer or the date on which the said answer is due, which ever first occurs.
- 3. In order to ensure that the District is required to defend an employment action in only one forum, the parties agree that where possible, grievances regarding disciplinary matters will be handled through the contractual grievance procedure through arbitration, if applicable. However, insistence by an employee or the Association on maintaining a separate statutory arbitration, administrative agency, or other complaint or proceeding will, at the District's option, act as a bar to arbitration of a grievance relating to the same subject.

H. Waiver of Grievance

A grievance shall be waived by the Association and the employee(s) if any one of the following conditions is met:

- 1. The grievance is not filed or not processed in accordance with the time limits set forth in this Agreement; or
- 2. Any other procedural requirement of the contract is not observed.

ARTICLE VIII

REDUCTION IN FORCE

A. <u>District Rights</u>

- 1. The District reserves and retains the right to determine the level of services, programs and staffing needs of the system.
- 2. The District reserves and retains the right to lay off its employees for lack of work, reasons of economy, insufficient appropriations, a change in departmental organization, abolition of position, or a decrease in the actual number of pupils in the school or in a department or program, or any other good cause.
- 3. The District reserves and retains the right to determine whether layoffs within the bargaining unit will be instituted on a school-wide basis or be limited to one or more departments or positions.

B. Definitions

- 1. Length of service in the bargaining unit is defined as the number of years, months and days of continuous, unbroken service as a regular employee in the unit, measured from the first day of such employment. Teachers shall continue to accrue services during any paid leave of absence authorized by this contract. Service during any unpaid leave of absence shall not accrue; however, such leaves shall not constitute a break in service. An employee who resigns or who is absent without leave shall forfeit all previously accrued seniority.
- 2. Length of service in an affected subject area is defined as the number of years, months and days of continuous, unbroken service as a regular employee, in the subject area affected by the layoff. In the District's discretion, such services may include prior service in the affected subject area which was interrupted by service in another subject area.
- 3. Layoff is defined as a separation from employment for the reasons set forth in Section A of this Article.

C. <u>Selection for Layoff</u>

- 1. The Superintendent-Director reserves and retains the right to determine which teacher without professional status will be selected for layoff pursuant to law.
- 2. In the case of any layoff or reorganization, the teachers retained shall be those best qualified for the positions that remain, in the judgment of the Superintendent-Director, based on the following criteria.
 - a. If the position to be eliminated in a particular department is held by a professional status teacher, that teacher may displace a non-professional status teacher; provided, that the professional status teacher is properly licensed for the position he or she seeks to assume.

- b. As between teachers with professional status who are properly licensed for a position that remains after a reduction or reorganization, layoff decisions shall be based upon qualifications. Qualifications shall include, primarily, indicators of performance as defined herein, and shall also include, professional training, other active and inactive licenses held, other materials in the personnel file, and the anticipated needs of the school district. Seniority, as defined below, shall be considered as a tie-breaker among teachers whose qualifications are no different using the criteria in this Article.
- Indicators of performance shall include: ratings from performance evaluations (except that no distinction shall be made between evaluations that meet or exceed performance standards); and disciplinary history (suspensions and written letters of reprimand);
- 3. The parties recognize the need for and right of the Superintendent-Director to determine in each layoff decision how to weigh the above criteria, in their foregoing order. Accordingly, the only aspect of this section which will be subject to the provision of Article VII will be whether the Superintendent-Director utilized the above method in formulating his decision.

D. Notice of Layoff

Except as otherwise provided by law, the Superintendent-Director shall endeavor to give an employee not less than thirty (30) calendar days' notice of layoff.

E. <u>Teachers' Options</u>

- 1. A teacher who is given a layoff notice shall have the right to transfer to any position which is new, vacant, or filled by a substitute on the date of notice of the layoff, provided that teacher has the requisite certification or will have such certification by the effective date of the layoff.
- 2. In the event there are multiple layoffs, the opportunity to transfer described in subsection 1 above shall be determined by the District according to the selection criteria set forth in, and subject to the provisions of, Section C of this Article.

F. Recall Rights

- Definition The right to be recalled shall mean the right to preference over any new hire for all teachers on layoff who have certification or approval status for any new or vacant bargaining unit position.
- 2. Duration Recall rights shall extend for a period of two (2) years from the effective date of separation, or until such teacher has found employment in some other school system, whichever comes first.
- 3. Selection for Recall Selection for recall to new or vacant unit positions shall be determined by the Superintendent-Director in accordance with the selection criteria set forth in, and subject to the provisions of Section C of this Article.
- 4. Condition for Eligibility In order to be eligible for recall under this Agreement, an employee must execute a written waiver of any hearing or appeal rights.

- 5. Procedures for Recall Teachers shall be notified of recall in writing by certified mail addressed to the employee's last address on file in the office of the Superintendent-Director. The recall notice shall specify a date by which the employee must give written notice of acceptance. Unless such notice of acceptance is received by the specified date, the employee will be deemed to have rejected the recall offer.
- 6. Status Upon Recall Upon commencing employment pursuant to a recall, the employee shall reacquire the length of service and accrued sick leave standing to his credit on the effective date of separation. For purposes of salary schedule placement, the period of layoff shall not be creditable; accordingly, the employee shall be placed at the step he would have attained on the day after the effective date of the layoff.

ARTICLE IX

COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

A. Single Salary Schedule

A single salary schedule is hereby adopted with the basic salary classification of teachers determined by professional and academic qualifications, irrespective of grade level of students taught. Negotiated salaries and benefits are to be pro-rated for regularly employed teachers working part-time.

B. Placement of Salary Schedule

The relationship of professional and academic qualifications to the location of teachers on the salary schedule is clearly stated in the rules and regulations governing the operation of this salary schedule as stipulated in Article X which follows.

C. <u>Uniforms</u>

All shop and related teachers, and lab science teachers, will be provided with two (2) appropriate and customary trade uniforms, the type and design of which will be approved and purchased by the Superintendent-Director. Said uniforms will be the only type and style permitted. The current uniform allowance shall be \$175. This amount will cover the purchase of uniforms plus work wear, protective eye-wear and/or other approved safety equipment. Academic teachers will be furnished with two polo shirts every other year. (One shirt will be provided to a new teacher hired in the in-between year).

D. <u>Hourly Rate</u>

- a. The District shall pay an hourly rate for Afternoon School, Evening School, Summer School and shop hours make-up and related hours make-up, and other professional work that the parties agree upon, and as may be referenced elsewhere in this agreement. The hourly rate effective 9/1/2017 shall be \$34.
 Effective 9/1/2019 it shall increase to \$35.
 - b. Compensation for Afternoon School and Summer School professional work will be listed in the contract as weekly, rather than hourly.
 - c. The weekly rate will be determined by multiplying the appropriate hourly rate times the agreed upon number of hours per week in the first year (FY 14).

- 2. Evening School teachers, Summer School teachers and Afternoon Program teachers will be compensated for one (1) hour of preparation for each two and one half (2 ½) hours of instruction.
- 3. Shop Hours Make-up: Teachers as Proctors shall supervise thirty (30) hours of make-up and shall be compensated for an additional five (5) hours for correction of student work. This is a total of thirty-five (35) hours paid at the hourly rate.
- 4. Related Make-up: Teachers as Proctors shall supervise twenty (20) hours with students.
- 5. For creation of make-up packets and correction of student work, teachers shall be compensated for five (5) hours work per student for related teachers.

E. Longevity

As of September 1 of any school year Teachers with continuous service of fourteen (14) or more years shall receive a longevity payment of \$1000.00; nineteen (19) or more years \$1750.00 twenty-four (24) or more years \$2500.00 and twenty-nine (29) or more years \$3750.

Payment shall be made in the first full payroll period of December. Approved, voluntary leaves of absence shall not constitute an interruption of continuous years of service.

Effective for the 2018-2019 school year, the longevity amounts shall increase to, 14 years: \$1500, 19 years: \$2250, 24 years: \$3000, 29 years: \$4000.

F. <u>Lunch/Stair Duty</u>

Supervision in the cafeteria and on the stairs during lunch shall be compensated at the rate of \$7.50 per day, per assignment. Volunteers shall be sought for such assignments, on a full year, half year, or monthly basis. In the event there are insufficient volunteers, the employer reserves the right to assign teachers, such teachers to be compensated as set forth above. In lieu of using teachers for stair duty, the School Committee will consider using aides for such assignments.

G. Class Coverage

Teachers may elect to receive pay at the hourly rate set forth in Article IX-D for class coverage that results in the loss of guaranteed prep period, or may elect compensatory ("comp") time hour for hour subject to the following limitations. A maximum of two days (12 hours) of comp time may be accumulated and used per school year. Once the teacher has accumulated two days (12 hours) of comp time in a year, no more comp time may be accrued regardless of whether it has been used. If a teacher elects to bank comp time, but fails to use by the end of the school year, then he/she shall be paid for the unused compensatory time at the rate of \$18.00 per hour. Use of comp time is subject to approval of the District, which shall not be unreasonably withheld.

H. <u>Miscellaneous</u>

The Association shall be given a copy of all official minutes of public sessions of School Committee meetings within one (1) school day after the Committee votes to approve said minutes, and a copy of the agenda of said meeting.

The parties agree that the administration will adopt a policy providing that teachers will have access to the central office copier for copying requiring up to 20 pages at a time.

I. <u>Equipment Maintenance</u>

The School Committee shall select, from volunteers, vocational teachers to perform up to one week's work during the summer in major maintenance of equipment. Ordinarily, the Committee shall determine the nature and extent of work to be performed on or about May 1. (Teachers selected to perform such work shall be paid at a daily rate equal to their annual salary in the preceding year divided by the number of days in the teacher's work year.)

This section shall be enforceable through the grievance-arbitration provisions of the collective bargaining agreement.

J. Catering Services

This Section pertains to the staffing of functions that do not fall within the school day. Staffing will be sought first from culinary volunteers before any assignment is made. Such assignments will be rotated on an equitable basis. Culinary arts faculty who perform and direct such services will be compensated at the hourly rate of \$60/hour.

All Functions and paperwork which catering services will be provided must be approved by the administration. The administration will make reasonable efforts to arrange dates for functions to facilitate coverage, and shall provide reasonable notice of such functions (at least 14 days). Any outside or new functions shall have a 21-day notice.

ARTICLE X

SALARY SCHEDULE RULES AND REGULATIONS

A. Appendices A-1, A-2, A-3

Effective September 1, 2017 – 2.25% increase to the salary schedule and all stipends.

Effective September 1, 2018 – 2.0% increased to the salary schedule and all stipends.

Effective September 1, 2019 – 2.0% increased to the salary schedule and all stipends.

B. <u>Salary Payments</u>

Salary payments shall be made in twenty-six (26) equal payments commencing the first week in September of each year.

C. Compensation for Extra-Curricular Activities

Extracurricular activities will be compensated as set forth in Appendix B attached hereto and made part of this Agreement.

D. <u>Step-Rate Increases</u>

Bargaining unit members must notify the District in writing before September 15 of each year of changes to be made in his/her placement on the salary schedule during the next school year (i.e., one year or more later). Teachers shall advance from lane to lane in either September or the following February. This notice, without documentation, is sufficient to satisfy the notice requirement, but official documentation, including official transcripts and/or copies of degrees must be submitted by the teacher before any salary change will occur. The District shall have the discretion to make the adjustment retroactive under appropriate circumstances. Teachers hired during the school year shall receive their annual increments at the start of the new school year (September) following the anniversary date of their first day of employment.

E. <u>Salary Schedule Placement – Academic</u>

Academic teachers shall be placed on the proper column according to the number of credits past their Bachelor's Degree they have obtained. Horizontal columns will be gained for additional approved credits, earned during a teacher's employment in the system as follows:

so that the total additional credits so earned shall equal eighteen (18) for Column 2, thirty-six (36) for Column 3, forty-five (45) for column 4, and sixty (60) for Column 5.

F. Salary Schedule Placement - Vocational

Vocational teachers shall be placed on the first column as a minimum. Horizontal columns will be gained for additional approved credits, earned during a teacher's employment in the system, as follows:

so that the total additional credits so earned shall equal eighteen (18) for Column 2, thirty-six (36) for Column 3, forty-five (45) for column 4, and sixty (60) for Column 5.

G. Credit for Outside Teaching Experience

In the discretion of the School Committee, new teachers may receive credit for job-related experience and education. Reasonable efforts will be made not to hire teachers at salaries higher than teachers presently in the system where comparability and similar factors are judged to be equal. Upon request of the Executive committee of the Association, in writing, the School Committee or its designee shall explain to a representative of the Association the basis of a placement decision in terms of comparability (of skills, education, experience, and other relevant factors) between the new hire and incumbent teachers.

H. <u>Payment of Part-Time Teachers</u>

Teachers employed part-time upon initial employment, following a granted request, or due to the partial elimination of a position, shall be placed on the appropriate step of the salary schedule and be paid salary and benefits on a prorated basis. It is anticipated that such teachers will perform non-teaching duties which are appropriately related to the nature and extent of their part-time teaching assignments.

I. Notification to Association

A roster of all employees, including new hires, will be provided to the PEA president in September. In addition, the PEA president will receive timely notification when a new employee is hired. The notification will include the person's name, position, date of hire, and salary.

J. Doctorate Level Teachers

Teachers who have attained a Doctorate degree shall receive a one-time stipend of one thousand (\$1000) dollars.

ARTICLE X(A)

PROFESSIONAL IMPROVEMENT AND REIMBURSEMENT OF TUITION FOR APPROVED COURSES

A. Educational Improvement Incentive

1. Each teacher will be required to take at least three (3) semester hours every five (5) years. Such courses must be approved by the Superintendent-Director and completed by the opening day of school. Failure to meet this requirement shall cause the teacher to lose the annual increment for that year and subsequent years until the course requirement is completed.

Teachers at the maximum step who fail to meet this requirement shall lose that portion of any salary increase which equals the increment between the 11th and 12th step for that year and subsequent years until the course requirement is completed.

A teacher who is paid based upon the furthest right column of the salary scale, and cannot therefore benefit from additional graduate credits, may take the course specified in this section for PDPs instead of credits, provided the course is of the same rigor as a course offered for credits. In no case shall any salary scale movement be awarded for a course not taken for college/graduate credits.

2. For courses required under Section 1 of this Article, the School Committee agrees to reimburse teachers up to the cost of tuition for a graduate level course at the Westfield State University, plus all fees assessed by Westfield for approved courses, in accordance with the following schedule:

For a grade of – C or better – reimbursement will be 100%
For a grade of – D or below – reimbursement will be 0%
For a "pass" grade in a course graded strictly on a pass/fail basis – reimbursement will be 100%

A teacher shall not be reimbursed for more than 100% of his/her actual cost.

3. Course Reimbursement

The annual budget for course reimbursement shall be divided into three equal pools. The first pool shall cover reimbursements for all courses completed during the summer session. The second pool shall cover all courses completed from September 1 until December 31. The third pool shall cover all courses completed from January 1 until June 30. Any money left over from the first or second pools shall roll over into the next pool. Any money left over at the end of the contract year will not roll forward to a subsequent year. Should the money available for a particular pool be insufficient to cover course reimbursement requests, the money shall be prorated equally among those making a request. Individuals may take multiple courses, provided that the total amount reimbursed to an individual shall not exceed \$900 per school calendar year.

Annual course reimbursement budgets shall be as follows:

2017-18 \$21,000 2018 and after \$21,500

B. Alternative for Vocational Teachers

In lieu of three (3) semester hours every five (5) years, a shop or related teacher may spend time each year, upon the approval of the Superintendent-Director, in updating the skills of the vocation in which he or she teaches.

C. <u>Professional Development Committee</u>

A Professional Development Committee, consisting of two representatives selected by the administration and two PEA representatives (one academic teacher and one vocational teacher) selected by the Association, will be established to develop the calendar and offerings for all professional development days, both half and full days. Beginning in the 2017-2018 school year, the Professional Development Committee will be responsible for planning districtwide professional development offerings subject to final administrative approval and budget. The Committee will strive to offer a variety of professional development offerings each year designed to meet the unique needs of the school district and its staff.

The Superintendent-Director will provide Professional Development Points ("PDPs") to teachers for successful completion of the professional development where the program offered meets the State requirements for granting PDPs. The Superintendent Director, or their designee, will provide PDP certificates to staff members on the following schedule: PDP's accrued through November 30 of a given school year will be provided by December 31st of that year. PDP's accrued between December 1st and May 31st of a given school year will be provided to staff members by June 15 of that year.

ARTICLE XI

DEDUCTIONS

A. Responsibilities

1. The District agrees to certify to the Pathfinder District Treasurer deductions from the salaries of its employees for the Pathfinder Vocational Technical Education Association, as said teachers individually and voluntarily authorize the District to deduct, and to

transmit the monies promptly to the Association. Teacher authorization will be in writing in the forms set forth below:

DUES AUTHORIZATION CARD

Name			
Address			

I hereby request and authorize the District to deduct from my earnings and transmit to the Pathfinder Vocational Education Association an amount sufficient to provide for a full year's payments of the membership dues as certified by the Pathfinder Vocational Technical Educational Association. The deductions shall be made in fourteen (14) consecutive equal payments beginning with the first paycheck in October. If I leave the District School System prior to the time all deductions have been made, I authorize and direct that the balance due be deducted from my final check. I understand that I must give at least sixty (60) days' notice prior to the first payment date to the District to withdraw this authorization for a subsequent school year.

Witness	
 Date	
	Witness Date

- 2. The Pathfinder Vocational Technical Education Association will certify to the District in writing the current rate of its membership dues. When the Association changes the rate of its membership dues, it will give to the District thirty (30) days' written notice prior to the effective date of such change.
- 3. Teachers will be eligible to participate in "tax-sheltered" Annuity Plans established by law and the District will authorize monthly deductions therefore, in a fixed amount upon proper written authorization which can only be cancelled by at least thirty (30) days' written notice.

<u>ARTICLE XI(A) – AGENCY SERVICE FEE</u>

Effective September 1, 1997, except for those employees who are certified as members of the Association to the District by the Association, the District, in accordance with Massachusetts General Laws, Chapter 150E, Section 12, shall, on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this provision, whichever is later, require as a condition of employment the payment of an agency service fee to the Pathfinder Education Association/MTA/NEA.

The amount of the agency service fee shall be equal to the amount required to become a member and remain a member in good standing of the Pathfinder Education Association/MTA/NEA. Employees may have access to payroll deductions under Article XI of this Agreement for purposes of paying the agency service fee.

Upon the request of the Association, the Superintendent-Director shall suspend for five (5) school days without pay (5/183 of annual gross salary) any member of the bargaining unit who, after proper Annual Notice and Annual Final Demand, has refused to pay the agency service fee. Within fifteen (15) school days of receipt of such request, accompanied by proof of Annual Notice and Annual Final Demand, the Superintendent shall notify the Association and the individual bargaining unit members whose names appear on such request when, specifically, during the thirty (30) school days following receipt of such request that the five (5) school day suspension without pay (5/183) of annual gross salary) shall occur.

The Association agrees to indemnify and hold the District harmless against all claims, suits or other forms of liability arising out of the deduction of said agency service fee from an employee's pay or as a result of the District's compliance with this Article. Failure of the District or its agents to cooperate with the Association in the enforcement of this Article shall relieve the Association of any obligation to indemnify and/or hold the District harmless. The terms of this Article are enforceable on an annual basis.

ARTICLE XII DURATION

A. Effective Dates

This agreement shall take effect September 1, 2017 and shall expire on August 31, 2020.

B. Committee Action

The Committee will take whatever action as may be necessary in order to give full force and effect to all of the provisions of this Agreement.

FOR THE COMMITTEE	FOR THE ASSOCIATION
- <u></u>	
Date:	Date

APPENDIX A-1

TEACHERS SALARY SCHEDULE FY'18

Effective September 1, 2017 increase of 2.25%

PATHFINDER REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE

Academic		FY18	1	2	3	4	5
Vocational							
Certificate			Bachelor	+18 Credits	+36	+45	+60
	STEP	1	46326	48535	50743	52951	55161
		2	48144	50354	52559	54771	56981
		3	49967	52174	54381	56590	58799
		4	51781	53991	56201	58408	60620
		5	53601	55809	58020	60230	62436
		6	55417	57625	59837	62046	64254
		7	57238	59444	61655	63862	66071
		8	59056	61265	63474	65681	67890
		9	60875	63085	65293	67502	69709
		10	62692	64903	67111	69318	71527
		11	64515	66722	68930	71139	73349
		12	70060	72711	75361	77793	80221

APPENDIX A-2

TEACHERS SALARY SCHEDULE FY'19

Effective September 1, 2018 increase of 2.0%

PATHFINDER REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE

Academic		FY19	1	2	3	4	5
Vocational							
Certificate			Bachelor	+18 Credits	+36	+45	+60
	STEP	1	47252	49505	51757	54010	56264
		2	49106	51361	53611	55866	58120
		3	50966	53217	55469	57722	59975
		4	52817	55071	57325	59576	61833
		5	54673	56925	59181	61435	63685
		6	56525	58778	61034	63287	65539
		7	58383	60633	62888	65139	67392
		8	60237	62490	64743	66994	69248
		9	62092	64347	66599	68852	71103
		10	63946	66201	68453	70704	72957
		11	65805	68056	70308	72561	74816
		12	71461	74166	76869	79348	81825

APPENDIX A-3

TEACHERS SALARY SCHEDULE FY'20

Effective September 1, 2019 increase of 2.00%

PATHFINDER REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL DISTRICT

TEACHERS' SALARY SCHEDULE

Academic		FY20	1	2	3	4	5
Vocational							
Certificate			Bachelor	+18 Credits	+36	+45	+60
	STEP	1	48197	50496	52793	55090	57389
		2	50089	52388	54683	56983	59283
		3	51985	54281	56579	58877	61175
		4	53873	56173	58472	60768	63069
		5	55767	58064	60364	62664	64959
		6	57656	59953	62255	64553	66850
		7	59551	61846	64146	66442	68740
		8	61442	63740	66038	68334	70633
		9	63334	65634	67931	70229	72525
		10	65224	67525	69822	72118	74416
		11	67121	69417	71714	74013	76312
		12	72891	75649	78406	80935	83461

APPENDIX B DEPARTMENT HEAD

	FY18	FY19	FY20
PROGRAM VOCATIONAL DEPTS.:	STIPEND	STIPEND	STIPEND
AUTO BODY	1952	1991	2031
AUTO MECHANICS	1952	1991	2031
CARPENTRY	1952	1991	2031
COSMETOLOGY	1952	1991	2031
CULINARY	1952	1991	2031
DRAFTING	1952	1991	2031
ELECTRICITY	1952	1991	2031
ELECTRONICS	1952	1991	2031
GUIDANCE DEPARTMENT	1952	1991	2031
HEALTH OCC	1952	1991	2031
HORTICULTURE	1952	1991	2031
HVAC	1952	1991	2031
MACHINE SHOP	1952	1991	2031
PROGRAMMING	1952	1991	2031
BUSINESS TECHNOLOGY	1952	1991	2031
HOSPITALITY	1952	1991	2031
ENGLISH	976	996	0
READING	976	996	0
HISTORY	976	996	0
MATHEMATICS	976	996	0
SCIENCE	976	996	0
HEALTH	976	996	0
FOREIGN LANGUAGE	976	996	0
BUSINESS (FOR ACADEMICS)	976	996	0
PROGRAM - ACADEMIC CLUSTERS (1 DEPT HEAD	PER CLUSTER) -	EFFECTIVE AUGI	JST 31, 2019):
ENGLISH, READING, HISTORY, FOREIGN LANGUAGE			2031
MATH AND BUSINESS (FOR ACADEMICS)			2031
SCIENCE AND HEALTH (PE)			2031

^{**}All stipends will be paid in the first payroll in June (of any given year) in a separate stipends payroll.

APPENDIX B EXTRACURRICULARS

	FY18	FY19	FY20
PROGRAM	STIPEND	STIPEND	STIPEND
STUDENT ACT COOR	1,483	1,513	1,543
STUDENT COUNCIL ADV	1,483	1,513	1,543
SENIOR CLASS ADV	1,649	1,682	1,716
JUNIOR CLASS ADV	1,349	1,376	1,403
SOPHOMORE CLASS ADV	1,050	1,071	1,093
FRESHMAN CLASS ADV	749	764	779
GRADUATION ASST	365	372	380
LITERARY MAGAZINE COORD	1,671	1,704	1,738
YEARBOOK ADV	2,287	2,333	2,380
FFA ADV	1,483	1,513	1,543
SKILLS COORD	1,820	1,856	1,893
ASSISTANT SKILLS COORD	716	730	745
NATIONAL SKILLS ASST /CHAPERONES	728	743	757
DRAMA / MUSIC COORD	1,455	1,484	1,514
DIVERSITY CLUB	728	743	757
RENAISSANCE COORD	716	730	745
ROBOTICS COMPETITION COORD	716	730	745
**STUDENT MENTOR COOR (12 MOS)	1,455	1,484	1,514
MENTOR TEACHER	728	743	757
ELL COORD	738	753	768
NATIONAL HONOR SOCIETY COORD	461	470	480

^{**}All stipends will be paid in the first payroll in June (of any given year) in a separate stipends payroll.

APPENDIX B ATHLETICS

		FY18	FY19	FY20
SPORT		STIPEND	STIPEND	STIPEND
ATH DIR		6,824	6,961	7,100
VARSITY				
BASEBALL	BOYS	3,910	3,988	4,068
BASKETBALL	BOYS	4,460	4,549	4,640
BASKETBALL	GIRLS	4,460	4,549	4,640
CHEERLEEDING FALL	GIRLS/BOYS	2,857	2,914	2,972
CHEERLEEDING WINTER	GIRLS/BOYS	2,857	2,914	2,972
FOOTBALL HEAD	BOYS/GIRLS	6,631	6,764	6,899
FOOTBALL ASST	BOYS/GIRLS	5,983	6,103	6,225
GOLF	BOYS/GIRLS	2,857	2,914	2,972
SOCCER	BOYS	3,910	3,988	4,068
SOCCER	GIRLS	3,910	3,988	4,068
SOFTBALL	GIRLS	3,910	3,988	4,068
WRESTLING	BOYS/GIRLS	4,460	4,549	4,640
**LACROSSE CLUB	BOYS	800	1,600	1,632
**LACROSSE CLUB	GIRLS	800	1,600	1,632
JV				
BASEBALL	BOYS	2,857	2,914	2,972
BASKETBALL	BOYS	2,857	2,914	2,972
BASKETBALL	GIRLS	2,857	2,914	2,972
FOOTBALL HEAD	BOYS/GIRLS	4,361	4,448	4,537
FOOTBALL ASST	BOYS/GIRLS	4,361	4,448	4,537
SOCCER **	BOYS/GIRLS	2,857	2,914	2,972
SOFTBALL	GIRLS	2,857	2,914	2,972
FRESHMEN BASEBALL**	BOYS	2,857	2,914	2,972

^{**}Sports stipends for coaching completed by 11/20/20XX will be paid in the first payroll of December (of any given year) in a separate Stipends payroll.

All other sports stipends for coaching completed after 11/20/20XX will be paid in the first payroll of June (of any given year) in a separate Stipends payroll.**

APPENDIX C

CULINARY ARTS SIDE LETTER

As a result of the integration of the responsibilities and duties performed by the Cafeteria Manager and those of the Culinary Arts Department, the following job titles, duties and compensation are established in addition to the regular teaching duties.

Food Service Director

In addition to regular teaching duties, the Director shall be responsible for all food purchasing, scheduling, billing to accounts, receiving of goods, nutritional guidelines meeting Federal standards, school lunch free/reduced applications, state ordering through diversion, record keeping and paperwork, USDA compliance, financial reports, budget responsibilities, and any additional time (beyond the scheduled work day) to prepare school lunches. The Director shall oversee all non-teaching activities and shall spend approximately 30% of his/her time overseeing administrative tasks. The remaining 70% shall be spent in direct student-teacher contact.

Quantity Food Instructor

In addition to regular teaching duties, the Quantity Food Instructor shall be responsible for the preparation and service of daily cafeteria meals, HAACCP (Hazard Analysis And Critical Control Points) of prepared foods, safety and sanitation of cafeteria kitchen and any additional time (beyond the scheduled work day) to prepare school lunches.

Restaurant Food Instructor

In addition to regular teaching duties, the Restaurant Food Instructor shall be responsible for cleaning of Cafeteria trays, dish room maintenance for school lunch program and any additional time (beyond the scheduled work day) to assist in the preparation of school lunches.

Baking Instructor

In addition to regular teaching duties, The Baking Instructor shall be responsible for the preparation of breads, breakfast items and desserts for the school lunch program as well as sharing the dish room duties with the Restaurant Instructor on alternating days in addition to any additional time (beyond the scheduled work day) to assist in the preparation school lunches.

Related Instructor

In addition to regular teaching duties, the Related Instructor shall cover the duties of the other instructors during the prep periods and lunch. In absence of a full time related instructor, duties and stipend will be divided equitably between those instructors who teach related theory.

The following stipends are provided for the additional duties as described above.

	<u>2017</u>	<u>2018</u>	<u> 2019</u>	<u>2020</u>
Food Service Director/Related	\$7,591.86	\$7,762.68	\$7,917.93	\$8,076.29
Quantity Instructor/Related	\$4,382.94	\$4,481.56	\$4,571.19	\$4,662.61
Restaurant Instructor/Related	\$4,382.94	\$4,481.56	\$4,571.19	\$4,662.61
Baking Instructor/Related	\$4,382.94	\$4,481.56	\$4,571.19	\$4,662.61

The stipends listed above other than the stipend identified for the Food Service Director shall be available only for the incumbents in these positions as of March 1, 2017. The stipends shall be eliminated prospectively to the extent the incumbents leave those positions for any reason.