

Upper Cape Cod Regional Technical School

Teachers' Association – Unit B

**COLLECTIVE
BARGAINING
AGREEMENT**

July 1, 2022 – June 30, 2025

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This Agreement is entered into by and between the Upper Cape Cod Regional Vocational-Technical School District Committee (Committee) and the Upper Cape Cod Regional Vocational-Technical Administrators Association (Association).

Article I Recognition

The Committee recognizes the Association as the sole and exclusive bargaining agent of the employees of the Committee in the following classifications for the purpose of collective bargaining on wages, hours, and conditions of employment pursuant to Chapter 150E, Massachusetts General Laws;

Director of Special Education, Director of Curriculum and Instruction, Director of Student Services, Assistant Principal, Supervisors, and Dean of Students but excluding there from Superintendent, Principal and all other employees of the Committee not included in the classification aforementioned.

Article II Committee's Rights Clause

It is agreed by the parties hereto that the Committee retains all its rights, duties, powers and responsibilities under the laws of the Commonwealth and under any regulation of any appropriate state or federal agency unless otherwise modified by an expressed written provision of this Agreement. If any conflict between a provision of this Agreement and any state law or agency rule or regulation should arise, then such law or rule or regulation shall prevail.

It is further agreed, that except as modified by this Agreement, the rules and regulations of the Committee, as from time to time altered by the Committee, shall govern employees covered by this Agreement.

Article III Absence

If an employee covered by this Agreement is to be absent from school because of personal illness, the Administration must be notified between 6:00 am and 6:45 am except in case of emergency. Failure to so notify shall result in a day's suspension at the per diem rate of that employee's salary. Absence calls should be made to the School answering machine.

Article IV Deductions

Deductions from each paycheck for federal and state income taxes and for the state retirement fund will be made according to the appropriate governmental regulation. Assessment for group health insurance and life insurance will be deducted equally from each paycheck commencing with the first paycheck in October.

When fifty percent (50%) or more of the employees covered by this Agreement indicate, in writing, that they wish payroll deduction for the purpose of joining the Massachusetts Teachers Association, the Committee will so authorize. The written authorization, signed by the Administrator, must be presented to the Superintendent by the third Monday of September. Dues collected and accumulated will be given in a single check to the Association Treasurer each month.

The Committee will deduct, upon written authorization by the involved employee, payments to the Massachusetts Teachers Association Credit Union. These deductions shall be made on the basis of one (1) enrollment per Administrator in the said Credit Union in September of each year of the Agreement and one (1) change in each year of this agreement, provided written notice of such change is submitted to the Superintendent by the end of the second week of February to become effective with the first Payroll period in March.

The provisions associated with the tax-sheltered annuities deductions shall be the same as those described above relating to the Massachusetts Teachers Association Credit Union deductions.

Article V Personal Injury Benefit

Whenever an Administrator is absent from school as a result of an industrial accident (as same is defined in Chapter 152 of the Massachusetts General Laws), said Administrator shall, in addition to any workers' compensation benefits, be paid the difference between said benefits and his/her daily rate of pay so that said Administrator will receive a daily total amount equal to his/her daily rate of pay but in no event greater than said daily rate during the period he/she is receiving workers' compensation benefits for total temporary disability. This allowance provided for above shall be deducted from said Administrator's accumulated unused sick leave. In the event there is no unused accumulated sick leave in said Administrator's personal credit, then the allowance shall not be paid.

Article VI Parental Leave

Parental leave shall comply with applicable State and Federal law. Except as otherwise extended by State or Federal law, and Administrator shall be entitled to up to twelve (12) weeks of parental leave and will be entitled to the Sick Leave benefits of this Agreement to the extent that she/he has unused accumulated Sick Leave; provided, however, that such teacher shall give at least thirty (30) days written notice, which may be waived in extenuating circumstances, to the Superintendent indicating the anticipated date of departure and of the intended date of return and such leave shall commence immediately following the birth or arrival in the home of the child to be adopted. Parental leave shall mean leave granted following the birth or adoption of the employee's child or adoption of the employee's child for the caring of the child. Upon completion of said leave such teacher shall be returned to the previous or similar position but only if other employees of equal service credit and status in the same or similar position have not been laid off due to the economic conditions or other changes in the operating conditions affecting employment during the period of such parental leave.

In the event that the reason for the leave under this Article is no longer operative, such employee may return to work.

**Article VII
Administrator Employment**

Administrators with previous administrative experience in the Upper Cape Cod Regional Vocational-Technical School District, if rehired, will upon returning to the system receive full credit on the salary schedule of all outside school administration experience gained as a full-time employee. Administrators who have not been engaged in administration employment on a full-time basis, will, if rehired, upon returning to the system be restored to the next position on the salary schedule above that which they left, provided, however, it is not within the same school year which they have left.

An employee covered by this Agreement who intends to resign must provide the Committee a written notification to do so at least thirty (30) days prior to the effective date of the resignation.

**Article VIII
End of Service Sick Leave Buyback**

Employees covered by this Agreement who terminate their service for the purposes of retirement only will be eligible for sick leave buyback, with the Upper Cape Cod Regional Vocational-Technical School District after five (5) years of service in this bargaining unit shall be compensated for unused, accumulated sick leave in accordance with the following provisions:

1. An employee shall notify the Superintendent in writing of his/her intention to terminate service in the school district at least thirty (30) days prior to the effective date of termination. Upon receipt of such notification by the Superintendent, the employee shall become eligible to receive compensation based upon fifty percent (50%) of the subject employee's unused, accumulated sick leave at the per diem rate of \$50.00, total not to exceed \$3,000.

or

2. If the employee notifies the Superintendent in writing of his/her intention to terminate service in the school district at least one hundred (120) days prior to the effective date of such termination, the employee shall be eligible to receive compensation based upon twenty percent (20%) of the subject employee's unused, accumulated sick leave at the per diem rate, total not to exceed \$13,000. Effective July 1, 2023, the total will be increased to \$13,500 and effective July 1, 2024, the total will be increased to \$14,000.
3. The compensation, provided by this Article shall be paid in a lump sum at the time of the payroll period immediately following the effective date of the termination of service.
4. In the event that the employee, who has given notice pursuant to this Article should die before the effective date of termination of service then, in such event, the lump sum shall be paid to the estate of said employee.

5. Notwithstanding any other provision of this Article to the contrary, any member of the bargaining unit as of the effective date of this Agreement shall be eligible for all of the benefits contained in this Article.

Article IX No Strike

The Association agrees that no Association Officer, representative, or employee shall conduct, induce or encourage any strike, work stoppage or withholding of services or engage in any other direct interference with the operations of the School District.

The Committee may take disciplinary action, including suspension or discharge, against any employee involved in a violation of this Article.

In the event that any employee represented by the Association engages in activities in violation of this Agreement, it shall be the responsibility of the Association and its members to exert their full power and influence with the employee in good faith to induce his observance of the provisions of this Article.

Should any of the aforementioned occur, the Association shall exert every effort, in writing, to immediately have the activity terminated, including ordering, in writing, the persons therein involved to return to work. A copy of all communications regarding these efforts shall be sent to the School Committee.

Article X General

No Administrator shall be disciplined or discharged without just cause. This provision is not intended by the parties to restrict in any manner the statutory rights of the Committee relative to non-tenure Administrators or its statutory rights relative to tenure Administrators. The Grievance Procedure or Arbitration provision of this Agreement shall not be invoked by the Upper Cape Cod Regional Vocational-Technical Administrators Association in the event of the exercise by the Committee of any of its statutory powers relative to the non-tenured Administrators.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Upper Cape Cod Regional Vocational-Technical Administrators Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Both parties agree that they will not discriminate against any employee covered by this Agreement because of race, color, religious creed, national origin, ancestry, sex, gender identity,

age, criminal record (inquires only), handicap (disability), mental illness, political affiliation, retaliation, sexual harassment, sexual orientation, active military personnel, and genetics.

A Committee comprised of no more than two (2) appropriate representatives of the members of the Bargaining Unit covered by this Agreement shall have the right to consult with the sub-committee of the School District committee of up to three (3) members on matters of mutual concern of the provisions of this Agreement, no more than two (2) times per year.

An agenda of items to be addressed shall be submitted to the Superintendent no later than ten (10) calendar days prior to the next regular scheduled meeting of the School District Committee. The sub-committee will be appointed by the Chairman of the District School Committee and charged to meet within fifteen (15) days with the two (2) appropriate representatives and report back at the next regularly scheduled meeting of the results and actions in the executive session of the collective bargaining issues at which the two (2) appropriate representatives may be present.

The Committee accepts the mandatory indemnifications of Administrators as provided in Chapter 258, Section 100 (c) of the Massachusetts General Laws.

Employees covered by this Agreement may be assigned by the Superintendent, Principal, or his designee, to such supervisory duties as they deem necessary. Such duties shall be distributed equitably as practicable among all the bargaining unit members.

Article XI Grievance Procedure

- A. **Definition:** For the purpose of this Agreement, a grievance will be defined as a dispute between a member of the Bargaining Unit covered by this Agreement or the Association and the Committee over the interpretation or application of the provisions of this Agreement or any alleged inequitable or discriminatory treatment of an administrator under the provisions of this Agreement.

- B. **Procedures:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
 - 1. **Level One:** An employee covered by this Agreement who has a grievance shall discuss it with his/her immediate superior either personally or through the appropriate representative of the Association within five (5) school days from the date on which the incident giving rise to the grievance has occurred or when the employee knew or should have known of such incident.

 - 2. **Level Two:** If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered, said grievant and/or the Association may appeal to the Superintendent provided such appeal is made within ten (10) school days after the presentation of the grievance at Level One. Such appeal shall

be in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered in Level One. Within ten (10) school days after receipt of the written grievance by the Superintendent, he, or his designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent shall advise the appropriate representative of the Association that any appeal has been made and the date and time of the conference. The appropriate representative of the Association may be present at the conference to state the views of the Association.

3. **Level Three:** If the grievant is not satisfied with the decision of the Superintendent or his designee, or if no decision has been rendered, said grievant and/or the Association may appeal to the Committee, provided, however, that such appeal is made within ten (10) school days next following the conference in Level Two above. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any rendered under Level Two. The Committee shall confer with the grievant and/or the appropriate representative of the Association, if any, at an executive session at the regularly scheduled meeting next following receipt of the written appeal.
4. **Level Four:** If the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the regularly scheduled meeting of the Committee next following the conference, the Association may within fifteen (15) school days thereafter submit the grievance to arbitration as provided in this Agreement.

Article XII Arbitration

The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not mutually select an arbitrator within ten (10) school days from the date of submission of the grievance to arbitration, then either party may request a list of five (5) arbitrators from the American Arbitration Association. The parties shall determine by lot which party is to strike the first name and the name remaining after each has eliminated two (2) shall be the arbitrator.

The arbitrator shall be bound by the written submission of both parties of the grievance. In the event that the parties cannot agree on the framing of an issue before the arbitrator, each party will submit a framed issue to the arbitrator, and the arbitrator will select the issue as framed and submitted by one of the parties. His decision shall not extend beyond said submission nor alter, amend or modify the provisions of this Agreement. Nor shall the arbitrator render a decision which shall impinge upon any of the reserved rights and duties of the Committee.

Further, the arbitrator shall render his decision within thirty (30) calendar days from the date of the completion of the hearings, which decision shall be final and binding on both parties to this Agreement.

Both parties shall share equally the expense of such arbitration.

Article XIII
Evening Meetings

Employees covered by this Agreement may be required by the Superintendent to attend School Committee meetings whenever agenda items before the Committee require his/her area of knowledge.

In addition, Administrators may be required to be present at evening meetings that require their presence including but not limited to: Open Houses; workshops; seminars; Advisory Board Meetings; or public meetings but, in no event more than six such public meetings called by the Superintendent or School Committee.

Article XIV
Vacancies

When a vacancy occurs within Unit B positions, Unit B members will be notified by the posting of the vacancy. Both parties agree that they will not discriminate against any employee covered by this Agreement because of race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record (inquires only), handicap (disability), mental illness, political affiliation, retaliation, sexual harassment, sexual orientation, active military personnel, and genetics.

Article XV
Administrator Evaluation

The parties agree to include the most current DESE evaluation tool.

Article XVI
Sick Leave

One and one-half (1 ½) days per month, sixteen (16) days per year accumulative to two hundred sixty will be granted all administrators. Administrators who have accumulated the maximum number of sick days (260) and who use sick leave will have their days deducted from their accumulation for the year first. At the conclusion of the year, the sick leave accumulation for those administrators who do not use more than sixteen (16) days shall return to 260 days.

Sick days earned in Unit A will be carried over to Unit B.

Administrators who have accumulated at least 210 sick days and who use three (3) or fewer sick days and personal days combined in a school year at the end of that school year shall have the option to be paid four (4) sick days at their per diem rate. Administrators who choose this option will not be allowed to add their additional unused sick days from that school year to their total accumulation.

The Committee may in the exercise of its sole discretion grant an extended leave of absence due to a continuous serious illness without pay or increment up to one year to a tenured

administrator who has exhausted his/her accumulated sick leave credit; provided, said administrator requests such leave in writing and submits a physician's certification of said illness, which certificate shall state the nature of the illness and estimated period of absence.

Sick Leave Bank

Purpose:

There shall be a sick leave bank for the purpose of making additional days available to bargaining unit members who have exhausted their entire sick leave accumulation and who have a serious illness or injury.

Administration:

There shall be one (1) Sick Leave Bank for the Association, Units A and B. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) members, who shall be appointed annually. Two (2) of whom shall be appointed by the Committee (not to include the Superintendent) and two (2) of whom shall be appointed by the Association President.

If a Sick Leave Bank Committee vote on any matter results in a tie, the matter under consideration shall not be approved or adopted. In the event of a tie, the teacher may ask that the Association President and Superintendent vote on the matter. If the result is still a tie, the matter shall not be approved or adopted.

An employee whose request has not been approved may resubmit an updated request which must be accompanied by an updated detailed written statement from the treating physician indicating the nature of the illness or injury and probable date of return to work.

The Sick Leave Bank Committee may promulgate reasonable rules and regulations regarding operation of the Bank. All decisions of the Sick Leave Bank Committee are final and binding on both parties and are not subject to litigation in any form including but not limited to the grievance or arbitration provisions of the contract.

General Provisions:

- a. The Sick Leave Bank will be initially funded by deducting one (1) sick leave day from each employee and contributing such days to the bank.
- b. The Sick Leave Bank Committee shall determine the eligibility of an employee for sick leave days from the bank and the number of sick leave days to be granted in each case, and in no event more than twenty (20) days at a time.
- c. An employee may reapply for additional days. Any request denied by the Sick Leave Bank Committee may be reconsidered upon presentation of new information substantiating the need.
- d. The balance of sick leave days in the bank shall be carried forward from work year to work year.

- e. When the bank is depleted to twenty (20) days, an additional assessment of one (1) sick leave day shall be made against the sick leave account of each employee. Employees shall not be assessed more than two (2) days in a school year. If there is the need in a school year to replenish the bank beyond the cap of two (2) days as provided in the previous sentence, teachers may voluntarily contribute up to an additional five (5) of their accumulated sick days to the bank. In no event will employees who are in their first year of employment be charged the additional days.
- f. In the event that the full number of sick days granted by the Sick Leave Bank Committee are not needed, the unused sick days will go back into the bank.
- g. In the event that the sick days granted by the Sick Leave Bank Committee are unused by the end of the school year in which they were granted, the unused days will go back into the bank.

Accessing the Bank:

An employee seeking to access Sick Leave Bank Days shall provide a written request to the Superintendent who shall forward such request to the Sick Leave Bank Committee. The request shall be accompanied by a detailed written statement from the treating physician indicating the nature of the illness or injury and probable date of return to work. The Sick Leave Bank Committee shall meet to consider the request within five (5) days following the receipt of a request. The following criteria shall be used by the Sick Leave Bank Committee in administering the sick bank and determining eligibility and amount of leave:

- (1) adequate documented medical evidence of serious illness or injury, and
- (2) prior utilization of all eligible sick leave.

The Sick Leave Bank members must maintain complete confidentiality at all times.

Article XVII
Personal Leave

Up to five (5) consecutive school days shall be granted without loss of pay due to death in the immediate family of an employee covered by this Agreement. Such immediate family shall include: spouse, child, parent, sibling, the then parent-in-law, sister-in-law, brother-in-law, grandparents, grandchild or other members of such employee's immediate household.

Three (3) days of leave for personal business, without loss in pay, shall be granted by the Superintendent each year, non-cumulative, for the following reasons: illness in the immediate family; appearance in a court of competent jurisdiction; and passing of papers on the teacher's house or for such other reason as may be allowed by the Superintendent in the sole exercise of his discretion provided that the request for such days is submitted in accordance with the provisions of this Article. Request for the personal leave days must be submitted in writing, stating their reason for such leave, at least one (1) week in advance to the Superintendent, except in case of emergency.

The Personal leave days shall not be granted on the scheduled workday before or after a holiday, vacation period or other leave of absence. Nor shall personal leave days be taken during the first two weeks or the last two weeks of school unless an emergency exists.

**Article XVIII
Administrative Assignment**

Administrative assignments will be the responsibility of the Superintendent or his designee to assure the school can perform its educational functions and responsibilities under the appropriate statutes of the Commonwealth.

**Article XIX
Salaries**

The Salaries for Administrators covered by this Agreement shall be determined as follows:

The Administrator shall be placed on the appropriate step and level of the applicable Salary Schedule as it appears in the Unit B Collective Bargaining Agreement (Appendix A) in existence as of the effective date of this Agreement. Step advancement is not automatic but shall be subject to satisfactory evaluation.

Longevity payment will be added to salary schedule as follows:

Years of Service	Payment
6 th through 10 th	\$900
11 th through 15 th	\$1,300
16 th through 20	\$1,900
21 st and over	\$2,500

Above are total, not cumulative, longevity payments.

“Years of Service” shall be defined as total years working in at Upper Cape Cod Regional Technical in either Unit A or Unit B or a combination of both units.

The position of Cooperative Education Liaison shall be listed herein as a stipended position appointed annually. Members of this bargaining unit shall receive preference for this position and no individual may hold the position of Cooperative Education Liaison and the position of Cooperative Education Advisor concurrently. The Cooperative Education Liaisons must be licensed as a Cooperative Education Coordinator. The stipend shall be \$6,000.00 for each liaison. In the event that more than two (2) people apply for the positions, the most qualified people will be appointed and if it is determined that the applicants are equally qualified, the appointment will be by seniority.

The Cooperative Coordinator shall receive a stipend of \$3,000 in consideration for working with at least twelve (12) students per semester who are in Cooperative Education that require the Cooperative Coordinator to make work site visits during evenings and weekends. Half of this stipend will be paid in December and half in June of each school year.

The Special Education Director/Director of Student Services shall receive a stipend of \$6,250 in consideration for management of the Special Education Entitlement Grant (Fund Code 240).

The School Committee shall establish and maintain, pursuant to IRS Regulation, a 403B Plan for bargaining unit members. The Committee shall provide a matching contribution of up to \$3000 per contract year for each bargaining unit member. Bargaining unit members may contribute up to the statutory/regulatory allowable limits provided by the IRS Code on an annual basis.

Article XX

Work Day and Work Year

The Work Day for Administrators covered by this Agreement shall consist of eight (8) hours inclusive of lunch; provided, however, that each Administrator shall supervise Detentions on a rotating basis, which shall, on such days, extend the Work Day until all students subject to Detention have been dismissed in an orderly manner. Administrators will be available, as needed, beyond the eight (8) hour workday to address programmatic or student issues and/or emergencies.

At the discretion of the Superintendent, Administrators may be dismissed prior to the regular dismissal time on early dismissal days for students and teachers.

The Work Year shall consist of two hundred ten (210) days for all classifications covered by this Agreement to be scheduled by the Superintendent in accordance with program needs.

Without modifying the work years set forth in this Article, each bargaining unit member may take up to three (3) nonconsecutive alternative work days provided he/she provides the Superintendent with at least thirty (30) days written notice and the Superintendent grants prior approval of the use of the days.

In the event employees in classifications covered by this Agreement are required by the Superintendent to work additional days or beyond their work year, as set forth in this Article, and such employees perform their regular school year assignment, such days shall be compensated at the employee's per diem rate of pay.

The work day for bargaining unit members shall begin at 7:15 am.

Article XXI
Professional Development and Educational Improvement

- A. The Committee will pay two hundred twenty-five (\$225.00) dollars yearly for the annual vocational professional development conference or for tuition or seminar fees for other professional development activities directly related to teaching responsibilities and approved by the Superintendent. Bargaining unit members requesting reimbursement will submit to the Superintendent a voucher individually listing the expenses for which reimbursement is sought. Professional development completed for recertification shall also qualify for the requirements of this section, subject to the provisions of this article.

Bargaining unit members shall be eligible for reimbursement of the costs of workshops, seminars, conferences, and other educational and professional development activities to the same amount as annually established by the provisions of C below. Such activities, whether employee or employer initiated, must be approved in advance by the Superintendent.

- B. The Association may provide an instructor from an accredited degree granting institution (community college, university) at the Upper Cape Cod Regional Technical School for such course which must be related to the educational programs at the Upper Cape Cod Regional Technical School. Reimbursement of such course will be in accordance with the reimbursement provisions of Article XXI. The approval of such course by the Superintendent will not be unreasonably withheld.
- C. In an effort to encourage and support the professional development of the educators of the Upper Cape Cod Regional Technical School, the Committee agrees to reimburse unit members for the costs associated with taking courses at accredited colleges or universities.
1. Members are eligible for the reimbursement up to a maximum of the costs (including mileage reimbursement) associated with taking a graduate level three credit course at the University of Massachusetts at Boston. The rate of reimbursement in each contract year shall be the rate effective on April 1st proceeding the contract year.
 2. Reimbursement shall be provided upon the presentation of evidence of receipts for the costs and the successful completion of the course which shall be a grade of "B-
"or better.

Article XXII
Reduction in Force

- A. In the event the School Committee determines to reduce the number of employees covered by Article I of the Collective Bargaining Agreement between the Committee and the Association, the following procedure for reduction in personnel will be followed:
1. If the Committee determines it is necessary to reduce the number of Administrators covered by the Collective Bargaining Agreement, it shall attempt to accomplish said reduction by attrition.

2. Definitions

- a. **Seniority:** Means an Administrator's length of continuous service in years, months, and days in the Upper Cape Cod Regional School District commencing on the initial date of most recent employment as a full-time Administrator in a classification covered by this Agreement (not date of appointment). Where the total number of years, months, and days are equal, seniority shall be determined by the greater attainment of one of the Administrators involved.
 - b. **Attainment:** Means the degree status or level as described in Appendix A, the Basic Salary Schedule. In the event Administrators are on the same level, then the Administrator who has a greater number of credits toward the next higher level shall be the Administrator with the greater attainment.
 - c. **Evaluation:** Shall be that as determined by the Superintendent based on the Evaluation Instruments of the Administrators in the departments affected; but, in no event shall such instruments considered be for more than three (3) school years immediately preceding the notice of layoff.
 - d. **Qualified:** Means that the Administrator: (a) is certified by DESE for the classification; (b) has worked in that classification within the preceding six (6) year period in the Upper Cape Cod Regional School District.
 - e. **Lay-Off:** Means an unpaid leave of absence of sixteen (16) months commencing from and pursuant to a Reduction in Force.
 - f. **Re-Call:** Means the right to return to service during the sixteen (16) month lay-off period.
 - g. **Seniority Lists** Shall mean the order of seniority of each person covered by this Agreement Said list shall be prepared by the Committee and the Association by October 1 of each school year. The Association shall promulgate the seniority lists to each such employee within ten (10) calendar days after receipt of said lists from the Committee.
 - h. **Classifications:** Shall mean the positions listed in the Recognition clause.
3. In the event a reduction cannot be accomplished through attrition, and an Administrator must be laid off, the Superintendent shall notify, in writing, the Administrator to be laid off within the affected classification in accordance with the following formula:
- a. If more than four (4) years difference of length of service exists as between two (2) Administrators in the affected classification, then seniority shall determine the order of lay-off with the most senior Administrator being retained in favor of the least senior Administrator.

- b. If the length of service is between two (2) Administrators in a classification is up to and including four (4) years difference, then the following three (3) factors shall be considered in determining the order of lay-off; seniority, evaluation and attainment.
 - c. In the event an administrative position is eliminated, said administrator has the opportunity to return to their previous administrative position provided they are licensed for said position, have performed the duties of said position within the previous six (6) years.
4. Each of the foregoing factors shall be weighted equally (e.g. 1/3, 1/3, 1/3); in the event a tie should result, then in such event the Superintendent shall reasonably determine which Administrator is to be laid off.
- a. An employee covered by this Agreement, who has been notified by certified mail that he/she is to be laid off pursuant to this Article, may, within seven (7) calendar days of said notification inform the Superintendent, by certified mail, that he/she wishes to displace an employee within a classification in which the displacing employee has greater seniority and whose position the displacing employee is qualified to fill as set forth in 2.e. above (definition of Qualified). The formula used in determining the original lay-off will again be used in determining the rights of the displacing Administrator and the Administrator to be displaced.
 - b. When an employee covered by the Collective Bargaining Agreement who has been laid off in accordance with the provisions of this Reduction in Force procedure, said employee shall be placed on a recall list for a period of sixteen (16) calendar months from the effective date of the layoff. If not recalled during said period, the employee shall be dismissed.
 - c. An employee placed on recall in accordance with the provisions of this Article shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of his/her lay-off; provided, however, that the employee pays the entire cost of said insurance in advance of the premium due; and there shall be no contribution by the Committee for such employee's insurance.
 - d. The employee, during the period of recall, shall inform the Superintendent of Schools of his/her current mailing address and any other circumstances which could affect his/her recall status.
 - e. In the event that the Committee determines to re-establish the eliminated positions, or in the event that other vacancies occur which the Committee decides to fill, then employees who have been placed on lay-off status who are qualified for the available position and who are in recall status shall be notified by certified mail that such a position is available. The employees so notified shall, within fourteen (14) calendar days, from the date of the receipt of the notice, respond in writing, by certified mail, of their intention to return or not to return to the school system. Upon the expiration of said fourteen (14) calendar days, if the superintendent has not been notified by said employee, or if the employee has given notice of his/her intention not to return,

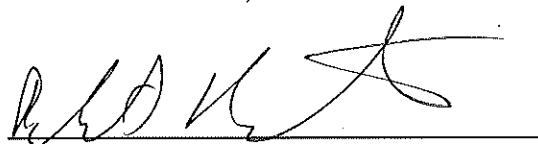
then in such event, said employee shall terminate the leave of absence and the employee shall be considered to have resigned from the school system.

- f. The Superintendent shall assign the most senior qualified employee among those notified in paragraph (e) to the available position, provided said employee was placed on lay-off from the classification and provided said employee has complied with the provisions of paragraph (e).
 - g. Those employees who have complied with paragraph (e) above and who have not been assigned in accordance with paragraph (f) above shall continue in recall status consistent with paragraph 5(b) above.
 - h. In the event of a lay-off pursuant to this Agreement, no duties performed by members of the Bargaining Unit may be performed by persons not in the Bargaining Unit except to the degree consistent with the practices in effect on the effective date of this Agreement.
5. Employees recalled and returned to active service pursuant to the provisions of this Reduction In Force procedure shall be credited with all previously accrued time in the Upper Cape Cod Regional School District for the purposes of placement on the Salary Schedule and any previously accrued, unused sick leave upon return to active service.
6. The School Committee and Association agree that for the purposes of this Agreement, grievances arising hereunder shall be processed in accordance with the Grievance Procedure of the Collective Bargaining Agreement between the Association and the Committee.
7. The foregoing procedure for Reduction In Force shall apply solely to full-time Administrators with professional teaching status covered by the Collective Bargaining Agreement.


**Article XXIII
Duration Clause**

The provisions of this Agreement, unless specifically stated otherwise, shall be effective as of July 1, 2022 and shall remain in full force and effect until June 30, 2022. Either party to this Agreement may give written notice by October 1, 2024, or by October 1st of any subsequent year, of its intention to negotiate changes in this Agreement.

In Witness Whereof, we set our hands on this the 9th day of June, 2022.



Upper Cape Cod Regional Vocational-
Technical School District Committee



Upper Cape Cod Regional Vocational-
Technical School Teachers' Association

Appendix A - Salary Schedules

Effective July 1, 2022 (2%)

<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
1	92,775	95,222	97,916	100,363	102,810
2	94,244	96,935	99,629	102,075	104,523
3	95,468	98,649	101,343	103,790	106,237
4	97,672	100,363	102,810	105,503	107,951
5	99,629	102,075	104,523	107,217	109,665
6	101,343	103,790	106,237	108,931	111,378
7	102,810	105,503	107,951	110,401	113,091
8	104,523	107,217	109,665	112,113	114,805
9	106,237	108,931	111,378	113,827	116,519
10	107,951	110,401	112,847	115,539	117,987
11	109,419	112,113	114,561	117,010	119,702
12	111,378	113,827	116,519	118,968	121,414
13	113,338	115,785	118,233	120,926	123,373
14	114,561	117,254	119,702	122,150	124,842
15	116,064	118,723	121,171	123,619	126,312
16	117,254	119,946	122,395	124,842	127,536
17	118,478	120,926	123,619	126,065	128,759
18	119,702	122,150	124,842	127,536	129,982
19	120,926	123,373	126,065	128,759	131,453

Level I: Vocational - Certification + 45 credits
Academic - Master's Degree

Level II: Vocational - Certification + 60 credits
Academic - Master's Degree + 15 graduate credits beyond

Level III: Vocational - Bachelor's Degree
Academic - Master's and 30 graduate credits beyond

Level IV: Vocational - Master's Degree
Academic - C.A.G.S.

Level V: Vocational - C.A.G.S.
Academic - Ed.D. or Ph.D. in subject area

Steps indicate years of experience in Unit B. All earned credits for salary level advancement must be related to work responsibilities.

Effective July 1, 2023 (2.25%)

<u>Step</u>	I	II	III	IV	V
1	94,862	97,364	100,119	102,621	105,123
2	96,364	99,116	101,871	104,372	106,875
3	97,616	100,869	103,623	106,125	108,627
4	99,870	102,621	105,123	107,877	110,380
5	101,871	104,372	106,875	109,629	112,132
6	103,623	106,125	108,627	111,382	113,884
7	105,123	107,877	110,380	112,885	115,636
8	106,875	109,629	112,132	114,636	117,388
9	108,627	111,382	113,884	116,388	119,141
10	110,380	112,885	115,386	118,139	120,642
11	111,881	114,636	117,139	119,643	122,395
12	113,884	116,388	119,141	121,645	124,146
13	115,888	118,390	120,893	123,647	126,149
14	117,139	119,892	122,395	124,898	127,651
15	118,675	121,394	123,897	126,400	129,154
16	119,892	122,645	125,149	127,651	130,406
17	121,144	123,647	126,400	128,901	131,656
18	122,395	124,898	127,651	130,406	132,907
19	123,647	126,149	128,901	131,656	134,411

Level I: Vocational - Certification + 45 credits
Academic - Master's Degree

Level II: Vocational - Certification + 60 credits
Academic - Master's Degree + 15 graduate credits beyond

Level III: Vocational - Bachelor's Degree
Academic - Master's and 30 graduate credits beyond

Level IV: Vocational - Master's Degree
Academic - C.A.G.S.

Level V: Vocational - C.A.G.S.
Academic - Ed.D. or Ph.D. in subject area

Steps indicate years of experience in Unit B. All earned credits for salary level advancement must be related to work responsibilities.

Effective July 1, 2024 (2.5%)

Step	I	II	III	IV	V
1	97,234	99,799	102,622	105,187	107,751
2	98,773	101,594	104,418	106,981	109,547
3	100,056	103,391	106,214	108,778	111,343
4	102,367	105,187	107,751	110,574	113,140
5	104,418	106,981	109,547	112,370	114,935
6	106,214	108,778	111,343	114,167	116,731
7	107,751	110,574	113,140	115,707	118,527
8	109,547	112,370	114,935	117,502	120,323
9	111,343	114,167	116,731	119,298	122,120
10	113,140	115,707	118,271	121,092	123,658
11	114,678	117,502	120,067	122,634	125,455
12	116,731	119,298	122,120	124,686	127,250
13	118,785	121,350	123,915	126,738	129,303
14	120,067	122,889	125,455	128,020	130,842
15	121,642	124,429	126,994	129,560	132,383
16	122,889	125,711	128,278	130,842	133,666
17	124,173	126,738	129,560	132,124	134,947
18	125,455	128,020	130,842	133,666	136,230
19	126,738	129,303	132,124	134,947	137,771

Level I: Vocational - Certification + 45 credits
Academic - Master's Degree

Level II: Vocational - Certification + 60 credits
Academic - Master's Degree + 15 graduate credits beyond

Level III: Vocational - Bachelor's Degree
Academic - Master's and 30 graduate credits beyond

Level IV: Vocational - Master's Degree
Academic - C.A.G.S.

Level V: Vocational - C.A.G.S.
Academic - Ed.D. or Ph.D. in subject area

Steps indicate years of experience in Unit B. All earned credits for salary level advancement must be related to work responsibilities.