

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE BOARD OF TRUSTEES
OF THE
ADVANCED MATH AND SCIENCE ACADEMY
CHARTER SCHOOL (AMSACS)**

AND

AMSACS TEACHERS, TEAMSTERS LOCAL 170

FOR THE PERIOD COVERING

AUGUST 24, 2021 - AUGUST 23, 2024

TABLE OF CONTENTS

Article I – Recognition 2
Article II – No Strike-No Lockout 2
Article III – Management Rights..... 3
Article IV – Dues Deductions 6
Article V – Vacancies & Promotions..... 7
Article VI – Grievance Procedure 8
Article VII – Access to Premises 11
Article VIII – Employee Files..... 11
Article IX – Paid Time Off 12
Article X – Bereavement Leave 13
Article XI – Jury Duty 13
Article XII – Holidays 14
Article XIII – Use of School Facilities 14
Article XIV – Hours of Work..... 14
Article XV – Licensure Advancement 15
Article XVI – Wages..... 15
Article XVII – Insurance 17
Article XVIII – Tuition Reimbursement 17
Article XIX – Leaves 18
Article XX – Payroll Deduction and Agency Service Fees 26
Article XXI – Seniority and Reduction in Force (RIF) 26
Article XXII – Miscellaneous 28
Article XXIII – Duration 30

Article I

Recognition

A. Union Recognition

1. The Union is recognized by the Board as the exclusive representative for the following employees for the purpose of bargaining in respect to wages, hours, and all mandatory subjects of bargaining: all full time and regular part-time teachers and guidance counselors, excluding nurses and all managerial, confidential and casual employees.
2. Parties to this Agreement will not discriminate against any employee because of race, creed, color, religion, nationality, domicile, sex, marital status, age or sexual orientation. This paragraph is subject to the regulations of state and federal agencies, including but not limited to MGL c.151B. This section, Section 2, shall not be subject to the Grievance and Arbitration procedures enumerated in Article VI.
3. The Board shall not limit by any action of the Executive Director, the rights of the teachers and guidance counselors to self-organization and concerted activity as set forth in Section 2 of the General Laws, Ch.150E. The parties further agree that teachers and employees shall have the right to refrain from any and all such activities without discrimination from either party. The religious or political activity of any Bargaining Unit Employee, or the lack thereof, will not be grounds for any discipline or discrimination against such Bargaining Unit Employee with respect to the employment of such Bargaining Unit Employee. This section, Section 3, shall not be subject to the Grievance and Arbitration procedures enumerated in Article VI.

B. Jurisdiction

The Board agrees not to negotiate with any other unionized teachers' organization purporting to represent employees defined in Section A above unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

Article II

No Strike - No Lockout

A. During the term of this Agreement and any extension thereof:

- The Board shall not lock out its employees.
- No Employee or the Union shall engage in, induce, encourage or condone a strike, work stoppage, slow down or withholding of services, as such terms are

defined in Mass. General Laws, Chapter 150E.

B. In the event of any violation or violations of any provisions of Paragraph A of this article by the Union, its members or representatives, or by any employee then:

- Any violating employee shall be subject to discipline or discharge.
- The Union shall, upon notice from the Board, immediately direct such employees, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

Article III

Management Rights

Nothing in this Agreement shall limit the Board and the Executive Director in the exercise of its functions of management and in the direction and supervision of the School. This includes, but is not limited to, the right to: add or eliminate departments; require and assign work; increase or decrease the number of jobs; change process; schedule hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in skills, and to revise, add to or delete from the Faculty and Staff Handbook and the Human Resources Manual and any School policies except where any such rights are specifically and expressly modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Board, acting through its Executive Director, Principals or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Teachers and the entire staff of the School.

By way of example but not limitation, Management retains the following rights:

- to determine the mission, budget and policies of the School;
- to determine the organization of Departments, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types and grades of positions or employees assigned to an organizational unit, work project, or to any location, building, or facility.
- to determine the methods, means and personnel by which the School's operations

are to be carried out;

- to manage and direct employees of the School;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, or temporarily reassign employees to other duties;
- to determine the equipment to be used;

to determine the policies affecting the hiring, promotion, and retention of employees; provided, however, that employees may not be disciplined or discharged during the then-current school year without good cause; and provided further that nothing in this bullet point shall be read to create any job protections beyond the current school year.

- to lay off employees in the event of lack of work or funds or under conditions where Management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and the number and selection of employees to be assigned not inconsistent with the provisions of this Agreement;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the School and to add to or modify such regulations as it deems appropriate subject to fulfilling any impact bargaining objections;
- to suspend, discharge, or take other disciplinary action against employees,
- to determine the care, maintenance and operation of buildings, land, apparatus and other property to be used for school purposes; and

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Nothing in this article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provisions of the contract limits its ability to act, Management may exercise its rights under this article without having such actions being subject to the grievance procedure.

These parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement.

It is understood and agreed by the parties hereto that the Board does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's education and ability, regardless of whether the exact duty is listed in any written job description.

Furthermore, it is agreed that taking or consuming drugs or alcoholic beverages or being under the influence of drugs or alcoholic beverages during any period of the day will be grounds for discharge from employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board or its Executive Director, the adoption of reasonable policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in the connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Board or the Executive Director under the laws of the Commonwealth.

Except in the case of a teacher who is on a performance improvement plan and said plan extends beyond March 31st, the School will notify employees whether they have been renewed or not for the next school year on or before March 31st of the then-current school year. Except in the case of non-renewals for lack of work or lack of funds or for insufficient improvement of performance while on an improvement plan that extends beyond March 31st, the failure of the Executive Director to notify a Bargaining Unit Employee by March 31st regarding his or her renewal/non-renewal status shall constitute an intention to renew the Bargaining Unit Employee for the next year. Similarly, the failure to conduct a comprehensive evaluation of a Bargaining unit Employee, as established by the School as contained in Appendix I shall also constitute an intention to renew a Bargaining Unit Employee for the next school year. A "lack of work" layoff shall be defined as a layoff which occurs because the School decides, for at least the next school year, to have fewer people teaching the subject matter(s) taught by the Bargaining Unit Employee(s) being laid off. A "lack of funds" layoff shall be defined as a financial decision by the School to layoff a particular Bargaining Unit Employee, or particular Bargaining Unit Employees, because in the Board's judgment it is fiscally necessary to reduce Bargaining Unit Employee staffing for the next school year(s). A position from which an employee has been laid-off for lack of work or lack of funds may not be filled for at least one school year, except in unusual and unforeseen circumstances. Only lack of work layoffs, lack of funds layoffs and performance improvement plan terminations for improvement plans that extend beyond March 31st may occur after March 31st. All other non-renewals must occur on or before March 31st. If a performance improvement plan starts after January 31st of any given school year, it is agreed that the improvement plan will carry over into the summer and into the start of the subsequent school year and will conclude by November 15th. If an employee does not satisfactorily meet the expectations set forth in the performance improvement plan that carried over into the summer

and start of the subsequent school year, the District may immediately terminate the employee's employment on or after November 15th.

Management has the right to not renew a Bargaining Unit Employee's employment for the next school year without cause. But, the decision to non-renew a Bargaining Unit Employee must be made in good faith and may not be arbitrary or capricious. That said, except in the case of lack of work or lack of funds, no Bargaining Unit Employee may be non-renewed unless he or she has been furnished with a written notice of intent to non-renew and a statement of the grounds for non-renewal in sufficient detail to permit the Bargaining Unit Employee to respond and, if he or she so requests, has been given a reasonable opportunity within ten school days after receiving such written notice to review the decision with the Executive Director and to present information he or she wishes the Executive Director to consider before the non-renewal decision becomes final. The Bargaining Unit Employee receiving such non-renewal notice may be represented by an attorney and/or a union representative at the meeting with the Executive Director.

Article IV

Dues Deductions

The Board shall deduct from the pay of each employee, with proper written authorization from said employee on a semi-monthly (or whatever other pay period may exist) basis all current membership dues of the Union. Said dues will be withdrawn from the employee's salary commencing on the first pay period in September. If at any particular withdrawal time period, any employee or employees have no pay during said withdrawal period, the Board agrees to withdraw all arrearages in Union dues from the employee's or employees' subsequent earnings.

It is agreed that the Board will transmit all dues to the Secretary-Treasurer of the Union, providing that by September 1, of each academic year the Secretary-Treasurer of the Union will transmit to the Business Manager of AMSACS the amount of current Union dues that are in effect for the school year starting at that time.

Employees wishing to discontinue dues deduction must notify in writing, the Business Manager or the Advanced Math and Science Academy Charter School Board and the Secretary-Treasurer of the Union at least sixty (60) days prior to the desired date of discontinuance.

The Union shall indemnify and save harmless the employer from any and all claims, demands, suits and costs incurred in accordance with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this section.

Article V
Vacancies & Promotions

- A. For all vacancies in professional instructional, personnel, administrative or supervisory positions (including night school) caused by death, retirement, discharge, resignation or by the establishment of a new position or a vacancy which the School Board determines shall be filled the following procedures shall be followed:

If a Bargaining Unit Employee vacancy occurs, such vacancy shall be posted on the bulletin board at the office of AMSACS and a copy shall be sent to the Steward of the Union as soon as reasonably practicable.

The vacancy notices shall set forth the minimum qualifications for the position, a description of the duties of the position, and the final date for filing applications to the extent practicable.

Extra-Curricular Activities

(a) Employees shall be compensated for participating in any school-organized extra-curricular and school-organized athletic activities. Employee participation in all such activities shall be strictly voluntary.

(b) Whenever a vacancy occurs in any position in extra-curricular or athletic programs, such vacancy shall be posted on the bulletin board at the office of the AMSACS and a copy sent to the Steward of the Union as soon as reasonably practicable. Notwithstanding the preceding sentence, it is expressly understood that the Executive Director, may continue to enter into individual arrangements with Bargaining unit Employees to perform short term extracurricular activities for an agreed stipend without posting the opportunity because those one-off assignments are not “programs” within the meaning of the posting requirements herein. For example, assistance with course development would be one example of a one-off assignment and not a program.

(c) Bargaining unit members who formulate a proposal for an extra-curricular program, and said program is approved, shall be awarded the program for the first year in which it is implemented. For each year thereafter, the position shall be posted.

All postings (new, vacancies, etc.) shall be given to the Union Steward prior to being posted.

- B. The Board, or its designee, shall review all timely submitted applications before making its appointment. Nothing in this Agreement shall prevent the Board from making acting appointments until positions can be filled with permanent appointments as provided in this Agreement.

C. In the event a newly hired employee resigns prior to assuming his/her duties, an alternate applicant from the original posting may be appointed by the Executive Director for hire without re-posting the position as vacant.

D. The number of part-time teaching positions shall be limited to one (1) per department.

Article VI

Grievance Procedure

A. Definition

(1) A grievance is a complaint which affects any employee or group of employees of an alleged violation, misinterpretation, or misapplication of any term of this Agreement.

(2) An "aggrieved person" is the person(s) making the claim.

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

B. Time Limits

(1) All time limits herein shall consist of calendar days exclusive of regular holidays. The time limits indicated hereunder shall be considered maximum limits unless extended by mutual agreement in writing.

(2) Failure of an employee for the Union to act on any grievance within the prescribed time limit will act as a bar to any further appeal and the Executive Director's failure to give a decision within the time limit shall permit the grievant to proceed to the next step.

(3) It is agreed that any investigation or other handling or other processing of any grievance by the grieving employee shall occur outside of his or her regular work hours so as to result in no interference with or any interruption whatsoever of the instruction program and related activities of the grieving employee or of any employee of the School or member of the Board.

(4) When a grievance arises, the grievance must be filed by the employee within ten (10) days from the day of the event upon which the grievance is based, or from the date when he or she should have known of the event.

C. Adjustment of Grievances

Informal Grievance Procedure:

Both parties recognize that grievances which can be resolved informally are preferred. To that end, before a formal grievance is brought, the grievant, or the union, on the Grievant's behalf, will speak to the School's designated Human Resources employee and will convey the issue(s) to him or her. Only if the HR designee indicates that he or she cannot resolve the matter shall the grievance then be brought, if the Grievant or Union so chooses, to the formal Grievance Procedure.

Level One

An employee with a grievance shall, with or without a representative of the Union, present it to the Principal in writing within the time limit specified in Paragraph B. 4 above. The written grievance shall state the nature of the grievance, the facts giving rise to it, the specific clause or clauses of the contract which were allegedly violated and the remedy requested. The Principal shall have five (5) business days to render his or her decision on the grievance. If the Principal believes that meeting with the Union would be helpful, he or she can request to meet with the union and the parties can agree on a mutually agreeable time to do so. While the parties would prefer to have any such meeting within five days of the Principal's receipt of the grievance, if there is no mutually agreed date within that time period, the due date the meeting can occur after that date. When that occurs, the due date for the Principal's response to the grievance will be pushed back so that he or she has five (5) days in which to render his or her decision following the occurrence of the meeting, if any, between the Principal and the Union.

Level Two

Within fourteen (14) days following the date on which the Principal's decision is rendered or was otherwise due to the Level One grievance, the employee may, file the grievance with the Executive Director. The Executive Director shall have fourteen (14) days following receipt of the Level 2 appeal to render his or her decision to the grievance. If the Executive Director believes that meeting with the Union would be helpful to him or her, he or she can request to meet with the Grievant and his or her Union and the parties will then agree on a mutually agreeable time to do so. While the parties would prefer to have any such meeting within the 14 days following the Executive Director's receipt of the grievance, if there is no mutually agreed date within that time period, the meeting may occur thereafter. If that occurs, the due date for the Executive's response will be pushed back so that he or she has no less than five (5) days in which to render his or her decision following the occurrence of the meeting, if any, between the Executive Director and the Grievant/Union.

Level Three

Within ten (10) days following the date on which the Executive Director's decision is received or was otherwise due to the Level Two grievance, the Employee may file the grievance with the Board of Trustees. The Board of Trustees will meet with the Grievant and/or his or her Union if the Union and the employee requests to do so. The meeting will occur at a regularly scheduled meeting of the Board of Trustees. At the Board's discretion, the meeting need not be at its next

regularly scheduled Board meeting if the Board concludes, based on the date of the receipt of the grievance in relation to the next Board meeting, or if the agenda that it already anticipates for the next meeting is sufficiently full, in the Board's sole discretion, the meeting will take place at the second regularly occurring Board meeting after the grievance is received by them. The Board of Trustees shall have twenty-one (21) days following the meeting with the Union to render their decision on the grievance.

Level Four

If at the end of twenty one (21) days following the Level Three meeting the grievance has not been resolved to the satisfaction of the Grievant, the Union may within the thirty (30) days thereafter submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association.

The Arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted.

The Arbitrator shall have jurisdiction only over disputes arising out of the grievances as defined in Paragraph A of this Article. The function of the Arbitrator is to determine whether or not there has been a violation of a specific provision of this Agreement which is not otherwise excluded from arbitration.

The Arbitrator shall be without power and authority to do the following:

1. To add to, modify, alter or subtract or amend the terms of the written agreement.
2. The decision of the Arbitrator, if within the scope of his jurisdiction, shall be final and binding upon the parties hereto and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument and submission of briefs.
3. Compensation for the services of the Arbitrator, including per diem expenses, if any, and actual subsistence, necessary travel and related expenses will be split equally by the Board and the Union, but each party shall bear its own expenses for the presentation of its own case.

Article VII

Access to Premises

Authorized agents, as designated in writing by the Secretary-Treasurer of the Union, to the Executive Director, shall have access to the premises of the School, upon receipt of permission to do so by the Executive Director, which shall not be unreasonably withheld, and provided

further that any such request for access is received by the Executive Director not less than 24 hours prior to the time when the authorized agent wishes to access the school.

Article VIII

Employee Files

Employee files are the property of AMSACS and access to the information they contain is restricted. On receipt of a request, AMSACS shall provide the employee with an opportunity to review or copy such employee's personnel record within five (5) business days of the request. The review shall take place at the place of employment and during normal business hours. A AMSACS employee or representative will be present during the inspection. The employee shall have the right to have a Union representative at such review. An employee may also request a copy of his or her personnel file. The request must be in writing. AMSACS will provide a copy of the record within five (5) business days of the request.

In the case that there is a disagreement with any information contained in an employee's personnel record, and no agreement can be reached as to the appropriateness of the record, the employee may submit a written statement explaining the employee's position and this statement will be included in the personnel record.

Employees are advised that copies of all disciplinary notices, performance appraisal and other documents or records regarding employee performance and discipline are provided to employees and are also placed within an employee's personnel file within ten (10) days of its creation.

No material derogatory to an employee's conduct, work performance, character, or personality relating to his or her service in the school system shall be placed in an employee's personnel file until the employee has been allowed to see the materials. All identifiable medical information regarding an employee shall be kept in a separate file.

Any employee who has derogatory information being put into his or her personnel file may, within five (5) business days of being so notified, may submit a written response. Any such written response will be put in the employee's personnel file upon receipt by the Executive Director. In the event that a complaint from a parent or student will form the basis of an adverse entry in the employee's personnel file the complaint will be reviewed with the employee at an appropriate time and as promptly as possible, as determined by the Executive Director.

AMSACS will comply with all applicable laws regarding maintenance and access to personnel records.

Staff members are responsible for providing AMSACS with information necessary to keep their employment records up to date at all times. Staff members are encouraged to notify the office in a timely fashion of any change in their status such as:

- Legal name change
- Change in address or telephone number

- Change in Social Security Number
- Change in number of dependents
- Change in immigration status
- Emergency contact name
- Attendance at a seminar, completion of courses, or receipt of a degree

Article IX

Paid Time Off

In the interest of maintaining a healthy balance between work and home, AMSACS offers eligible regular full-time employees twelve (12) paid time off (PTO) days per contract year. Bargaining Unit Employee attendance is essential to our mission. Time off should be used responsibly. Any time off taken beyond these twelve (12) days will be unpaid. PTO will not be approved as paid time off if they are requested for use the day immediately prior to or after a holiday or vacation period without approval of the Executive Director or the Principal and said approval shall not be unreasonably withheld.

Employees may each donate up to two (2) his or her annual PTO days in a particular year to another Bargaining Unit Employee at the school who has already exhausted all of his or her accrued PTO leave and he or she personally suffers from a serious health condition, as that term is defined in the Family and Medical Leave Act, or is accessing parental leave attendant to the birth, adoption or foster care placement of a child. The number of paid leave days shall turn on the duration of the serious health condition and the number of days the employee has been donated. In the case of parental leave, the maximum amount of paid leave time to which an employee can be granted for each such occurrence, assuming he or she receives sufficient PTO leave day donations from other Bargaining Unit Employees, is sixty (60) work days.

While leave under this article only applies to covered illnesses or injuries to the Bargaining Unit Employee him or herself, a Bargaining Unit Employee whose spouse or child residing in the Bargaining Unit Employee's home is suffering from a serious medical condition, as defined above, may nonetheless request that the administration consider allowing the Bargaining Unit Employee to access this paid leave, provided other Bargaining Unit Employees are willing to donate sick leave days to cover the Bargaining Unit Employee's absence. The administration's decision regarding whether to allow or not allow paid leave to a Bargaining Unit Employee requesting it for his or her spouse or child's serious medical condition shall not be subject to the grievance and arbitration procedures in this collective bargaining agreement.

Each year, at the employee's option, all unused "paid time off" (PTO) earned that particular year may be sold back to the school at the end of that school year at the rate of \$100.00 per day, or may be rolled into a personal sick bank which may accrue to a maximum reserve of 100 days, or a combination of both options. Once a PTO is rolled over into the employee's PTO bank it may not be sold back. Days put into one's personal FMLA sick leave bank account may not be used for regular sickness (Non-FMLA) or for any other personal leave. Rather, they may only be used

where the employee or a member of his or her immediate family (as defined by the FMLA) suffers from an FMLA defined “serious health condition” and qualifies for FMLA leave. In all instances, an employee’s annual PTO balance will be exhausted first, regardless of whether the day being used might otherwise qualify for FMLA leave, before any of the employee’s personal FMLA sick bank days may be used.

Notwithstanding the preceding paragraph regarding the use of personal FMLA sick leave, a Bargaining Unit Employee may, after he or she has already exhausted all his her or her annual PTO leave, annually access up to five (5) days from his or her personal FMLA sick leave bank, if any, for sick time that does not meet the more stringent FMLA requirements. It may not be accessed for personal time. These extra five (5) days can only be used for sick time. Under extenuating circumstances, the Bargaining Unit Employee may apply to the Executive Director or the Principal for additional access to their sick bank.

Article X

Bereavement Leave

Up to five (5) working days of leave with pay shall be granted to salaried employees upon request to make arrangements for and attend funeral services for immediate family with administration approval. Immediate family includes spouse, parents, children, brothers, sisters, grandparents, grandchildren and relatives residing in the employee’s household and the same for the employee’s spouse’s family. Three (3) days of leave with pay shall be granted to salaried employees upon request to make arrangements for and attend funeral services for aunts, uncles, nieces and nephews. Should the employee need to travel 1500 miles or more one-way, paid leave shall be extended to seven (7) days for immediate family and five (5) days for non-immediate family.

Article XI

Jury Duty

Time off will be granted for the duration of your jury duty. Please provide your jury summons to your supervisor and Substitution Manager as soon as possible so that proper arrangements can be made to cover in your absence. AMSACS will pay you for a maximum of five (5) days of jury duty provided it has timely received the jury summons and proof of attendance for each such day.

Article XII

Holidays

The following holidays are recognized by AMSACS as recognized days off from work:

1. New Year’s Day (January 1)
2. Martin Luther King Day (third Monday in January)

3. President's Day (third Monday in February)
4. Patriot's Day (third Monday in April)
5. Memorial Day (last Monday in May)
6. Independence Day (July 4th)
7. Labor Day (first Monday in September)
8. Columbus Day (second Monday in October)
9. Veteran's Day (November 11th)
10. Thanksgiving Day (fourth Thursday in November)
11. Day after Thanksgiving
12. Christmas Day (December 25th)

Article XIII

Use of School Facilities

The Union may ask the Executive Director to use of school facilities after the end of the Bargaining Unit Employees' work day for Union meetings.

The Union Steward, outside of his or her work hours, has the right to place union business on faculty bulletin boards in the school and in employee mailboxes. It is expressly understood that no member of the Board will assume responsibility for the posting, distribution or content of materials for the Union.

Article XIV

Hours of Work

The work year is 185 days.

Bargaining Unit employees' school-day work hours begin fifteen (15) minutes before the start of the school day and end twenty-five (25) minutes after the end of the school day. The workday for teachers with "intake duties" shall be from thirty (30) minutes before the start of the school day and end ten (10) minutes after the end of the school day. While the School will continue to seek volunteers to work intake duty hours, in the event there are not enough volunteers willing to work them, the Executive Director may require the necessary number of Bargaining Unit Employees to work these earlier hours. Additionally, the Principal or his or her designee may ask one or more particular Bargaining Unit Employees to alter their start and end work times based on the needs of the School.

Full-time Employee: A Bargaining Unit Employee is considered a full-time employee if he or she instructs at least forty (40) periods of instruction per two-week period. Bargaining Unit Employees shall be compensated \$35.00 per extra class period at any time when such time exceeds fifty (50) periods of instruction in any two (2) week period, and when said employees are supervising students for twenty (20) minutes or more (including directed study/study hall), except for lunch periods, dismissal, intake, and other regularly assigned duties. A Bargaining Unit Employee is considered part-time if he or she instructs fewer than forty (40) periods of

instruction per two-week period. There shall be no more than one (1) part-time teacher per department. Anyone teaching at 50 hours over a two-week period cannot be assigned a study hall.

A good faith effort of 23 or fewer students in each class will be made. In no event, may there ever be more than 26 students per class, including study hall -- with the exception of 30 students in Physical Education and 40 students in Chorus.

Employees covered by this collective bargaining agreement who lose at least two (2) entire senior classes in the month of May, can be called upon to sub for one (1) class during a given day, for the remainder of the school year, without receiving extra compensation. Employees who lose four (4) classes can be called upon to sub for two (2) classes for the remainder of the school year without receiving additional compensation.

Article XV

Licensure Advancement

Any Bargaining Unit Employee who receives either an initial or professional licensure change after they have started working for the School will receive an automatic increase to his or her salary as follows: \$2,000 for an initial licensure and \$3,000 for a professional license, which shall be prorated according to the percentage of the work year during which it was received. For example, if one received his or her initial license exactly halfway through the year he or she would receive \$1,000 as his or her licensure advancement payment for the remainder of that contract year.

Article XVI

Wages

The Minimum Starting Salary for full-time bargaining unit employees hired with only their Bachelor's Degree shall be \$48,000.00. The Minimum Starting Salary for full-time bargaining unit employees who possess their Master's Degree shall be \$50,000.00. Any current full-time bargaining unit employee earning less than the minimum starting salary shall have his/her salary raised to the minimum starting level at the start of the contract.

The following shall be the minimum annual salary levels for all current bargaining unit employees:

Effective August 24, 2021:

Upon completion of five (5) years as a full-time teacher:	\$58,500.00
Upon completion of seven (7) years as a full-time teacher:	\$64,500.00
Upon completion of ten (10) years as a full-time teacher:	\$71,500.00
Upon completion of twelve (12) years as a full-time teacher:	\$76,500.00

Upon completion of fifteen (15) years as a full-time teacher: \$83,000.00

Effective August 24, 2022:

Upon completion of five (5) years as a full-time teacher: \$60,000.00
Upon completion of seven (7) years as a full-time teacher: \$66,000.00
Upon completion of ten (10) years as a full-time teacher: \$73,000.00
Upon completion of twelve (12) years as a full-time teacher: \$78,000.00
Upon completion of fifteen (15) years as a full-time teacher: \$84,500.00

Effective August 24, 2023:

Upon completion of five (5) years as a full-time teacher: \$61,500.00
Upon completion of seven (7) years as a full-time teacher: \$67,500.00
Upon completion of ten (10) years as a full-time teacher: \$74,500.00
Upon completion of twelve (12) years as a full-time teacher: \$79,500.00
Upon completion of fifteen (15) years as a full-time teacher: \$86,000.00

For each year of this Agreement, Employees who are at a salary level less than what is specified above shall have their annual salary level increased to either the minimum annual salary level commensurate with the employee’s years of service (above), or receive the annual percentage increase as stated below, whichever is greater, but not both.

Effective Date:	8/24/21	8/24/22	8/24/23
	4% Increase	3% Increase	3% Increase

Bargaining Unit Employees shall be paid in twenty-six (26) equal payments over the period of one year.

Wage increases shall become effective in the first pay period which occurs after the start of the school year to which the wage increase is tied.

In assessing years of service, a newly-hired employee shall be considered to have completed a full year of service if the employee had actually started working for the School on or before November 15th.

In the event a full-time employee drops down to part-time, his or her salary shall be prorated based on the percentage of a full-time equivalent (FTE) position the part-time employee is working. For example, if he or she is working .5 FTE, his or her part-time salary shall be fifty (50%) percent of what his or her full-time salary would have been.

Article XVII

Insurance

AMSACS makes a percentage contribution toward the cost of health insurance medical benefit premiums for the individual and family health insurance plans. The percentage of the premium that is paid by the School towards the employee health insurance benefit is presently seventy-one (71) percent. The School reserves the right to change the percentage of the premium it pays but will not make any such changes until it has given the Union at least sixty (60) days' advance notice of any such change.

For the period covering August 24, 2020 through May 31, 2021, the dollar amount bargaining unit members pay toward the monthly health insurance premiums and co-payments shall not be greater than the amounts paid during the previous insurance year, June 1, 2019-May 31, 2020. Affected bargaining unit members will, on the second payday following the August 24, 2020 start of the collective bargaining agreement year, receive a retroactive payment for any premium payment overage the employee paid for the period covering June 1, 2020 through the date when the rate is adjusted. As is customary, any rate increases that occur in May 2021 as part of the insurance renewal will become effective, as usual, June 1, 2021.

Article XVIII

Tuition Reimbursement

The School will annually set aside a total of \$50,000 each year for tuition reimbursement. Once this \$50,000 cap is reached no more tuition reimbursements will be issued for that year. Because courses need to be pre-approved by the Executive Director, he or she will apprise the Bargaining Unit Employee whether there is still money in the tuition reimbursement budget to reimburse that particular Bargaining Unit Employee for his or her first course at the time pre-approval is being sought. Approvals will be done on a first-come, first-served basis.

Separate and distinct from the above, the School may, in its sole discretion, increase a particular year's above-referred reimbursement account budget above \$50,000.

Subject to the prior paragraph, Bargaining Unit Employees employed by AMSACS may receive up to \$5,000.00 in tuition reimbursement per fiscal year (July 1-June 30) to help defray the tuition for their Masters' or any advancement towards their professional license degree or a related field of education or the Bargaining Unit Employee's content area if:

- The Bargaining Unit Employee has been employed by AMSACS for one year or more; and
- The degree the Bargaining Unit Employee is pursuing is in the subject he or she is currently teaching; and

the Executive Director has pre-approved the course and the institution of higher learning where that course will be taken. The grade(s) attained for the course(s) being reimbursed were "B" or better. A copy of the invoice and transcript must be submitted to the business office.

Article XIX

Leaves

Requesting Time Off:

To request time off the employee must complete a Request for Time-off Form which must be approved by their Direct Supervisor and the Principal.

Unpaid Leaves:

The Executive Director authorizes unpaid leaves, as requested, on a case-by-case basis.

Failure to return to work as scheduled from an approved leave of absence without informing the Executive Director of an acceptable reason for not returning as scheduled may be considered a voluntary resignation of employment.

Unpaid Leaves are defined as follows:

Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act allows employees who have met minimum service requirements (12 months of employment with the agency and 1,250 hours of service in the preceding 12 months) to take up to 12 weeks of unpaid leave.

Eligible employees may qualify for FMLA leave for any of the following reasons:

1. for the birth, adoption, or foster care placement of a son or daughter, and in order to care for that child;
2. to care for the spouse, son, daughter, or parent (or child 18 years old or over who is incapable of self-care) with a serious health condition;
3. because of the employee's serious health condition that makes the employee unable to perform the functions of his or her job;
4. because of any qualifying exigency arising out the fact that the spouse, or a son, daughter, or parent of the employee is deployed on covered active duty (or has been notified of an impending call or order to covered active duty) as a member of the Armed Forces in support of a contingency operation;
5. because the employee is the spouse, son, daughter, parent or next of kin caring for a covered service member (including qualifying veterans) with a serious illness or injury sustained or aggravated in the line of duty.

A serious health condition under the FMLA means any illness, injury, or impairment or physical or mental condition that involves either: (a) inpatient care in a hospital, hospice or residential medical facility, (including any period of incapacity or any subsequent treatment in connection

with such inpatient care); or (b) continuing treatment by a health care provider. “Continuing treatment” for purposes of a serious health condition includes any one or more of the following:

- a) A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: i.) treatment two or more times by a health care provider or a provider of health care services under orders of, on or referral by, a health care provider; or ii.) treatment by a health care provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the health care provider.
- b) Any period of incapacity due to pregnancy, or for prenatal care.
- c) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- d) Absences to receive multiple treatments for restorative surgery after an accident or injury, or for a condition that (in the absence of such treatment) would likely result in a period of incapacity of more than three consecutive calendar days.

A period of incapacity or treatment for a chronic serious health condition which requires periodic visits for treatment by a health care provider, over an extended period of time, and which may cause episodic rather than continuing incapacity.

A “health care provider” is defined by the FMLA and applicable regulations, and includes doctors’ of medicine or osteopathy, podiatrists, dentists, clinical psychologists, and optometrists. The term may also include nurse practitioners, nurse-midwives, and clinical social workers performing within the scope of their practice.

The following definitions apply to Leave Purposes #4 and #5, above:

A member of the “Armed Forces” includes the regular armed forces as well as a member of the National Guard or Reserves.

A “covered service member” for purposes of military caregiver leave is a member of the Armed Forces, or a qualifying veteran, who incurred a serious illness or injury in the line of duty on active duty, that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list; or for a serious injury or illness that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating. Covered service members include veterans undergoing medical treatment, recuperation or therapy for a serious illness or injury if the veteran was a member of the Armed Forces at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

“Covered active duty” for purposes of qualifying exigency leave means service under a call or order to active duty under applicable federal law in a foreign country.

The term “qualifying exigency” shall have such meaning as the Secretary of Labor shall define in regulations under the FMLA. A “contingency operation” is a military operation that is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations or hostilities against an enemy of the United States or an opposing military force; or results in the call or order to, or retention on, active duty of members of the uniformed services under applicable federal law during a war or during a national emergency declared by the President or Congress.

“Next of kin” means the nearest blood relative of the covered service member other than the covered service member’s spouse, parent, son or daughter as outlined in the FMLA regulations

“Outpatient status” means the status of the covered service member assigned to a military medical treatment facility as an outpatient; or a unit established for the purposes of providing command and control of members of the Armed Forces receiving medical care as outpatients.

A “serious injury or illness” in the context of a “covered service member” means an injury or illness incurred by the service member in the line of duty on active duty, or aggravated in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

Timing and Length of Leave:

Except in the case of FMLA leave granted to care for a covered service member with a serious illness or injury sustained in the line of duty on active duty, an eligible employee is entitled to a maximum of 12 weeks of unpaid FMLA leave during any rolling twelve (12) month period, measured backward from the date the employee uses any FMLA leave.

Where FMLA leave is granted to care for a covered service member with a serious illness or injury sustained in the line of duty on active duty, (Purpose #5), an eligible employee will be entitled to a total of 26 weeks of unpaid FMLA leave during any rolling twelve (12) month period, measured backward from the date the employee uses any FMLA leave. FMLA leave for this purpose will only be provided during a single 12-month period.

Note: During the 12-month period in which an employee takes leave to care for a covered service member with a serious illness or injury sustained in the line of active duty, (Purpose #5), an eligible employee shall be entitled to a combined total of 26 weeks of leave for all purposes (Purposes #1 through #5, inclusive). This provision shall not limit the availability of leave under Purposes #1 through #4 during any other rolling 12-month period.

Leave provided under the FMLA Policy will run concurrently with any and all available leave under the MPLA, or other applicable laws or benefit programs, to the full extent permitted by law.

Leave taken for the birth, adoption, or foster care placement of a son or daughter, and in order to care for that child, must be completed within 12 months of the child's birth, adoption, or foster care placement.

Eligible Employees Who are Married to One Another:

(a) Where AMSACS employs spouses, and each spouse meets the eligibility requirements for FMLA leave, the total length of leave to which both spouses will be entitled during any rolling twelve-month period (as described in "Timing and Length of Leave" above) shall be a combined 12 weeks for the following purposes:

- birth, adoption, or foster care placement of a son or daughter, and in order to care for that child; or
- to care for the employee's parent with a serious health condition.

(b) Where AMSACS employs spouses, and each spouse meets the eligibility requirements for FMLA leave, the total length of leave to which both spouses will be entitled during any rolling twelve-month period (as described in "Timing and Length of Leave" above) shall be a combined 26 weeks for the following purposes:

- leave to care for a covered service member with a serious illness or injury sustained in the line of active duty; or
- a combination of leave to care for a covered service member with a serious illness or injury sustained in the line of active duty and leave for any of the purposes set forth in section (a) above. Note, however, that notwithstanding the provisions of this section, under this FMLA policy, eligible spouses receive a combined 12 weeks of leave for any of the purposes described in section (a) above.

Designation of Leave:

AMSACS will designate any absence taken for an FMLA-qualifying reason as FMLA leave and will count such absences against the employee's 12-week or 26-week entitlement, whichever is applicable.

Intermittent or Reduced Work Schedule Leave:

FMLA leave may be taken either on a reduced working schedule basis, or on an intermittent basis, for the following purposes: to care for a son, daughter or parent with a serious health condition; because of the employee's serious health condition that makes the employee unable to perform the functions of his or her job; because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter or parent of the employee is on active duty in the Armed Forces in support of a contingency operation; or because the employee is the spouse, son, daughter parent or next of kin caring for a covered service member with a serious illness or injury sustained in the line of duty on active duty.

When an employee seeks FMLA leave due to his/her own serious health condition, the serious health condition of a son, daughter or parent or to care for a covered service member with a serious illness or injury, the Medical Certification provided by the employee (see below) must establish a medical necessity that such leave be provided on a reduced working schedule or intermittent basis.

Unless otherwise approved by AMSACS, FMLA leave taken for the birth, adoption or foster care placement of a child, and to care for that child, may not be taken on an intermittent or reduced work schedule basis, and must be taken at one time.

When an employee receives approval to take leave on a reduced work schedule or an intermittent basis that is foreseeable based on planned medical treatment for the employee, a family member, or a covered service member, including during a period of recovery from one's own serious health condition, a serious health condition of a spouse, parent, son, or daughter, or a serious injury or illness of a covered service member, or if AMSACS agrees to permit intermittent or reduced schedule leave for the birth of a child or for placement of a child for adoption or foster care, AMSACS may require the employee to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified if the alternative position would better accommodate the recurring periods of medical leave, and subject to applicable legal requirements

Subject to their medical limitations, employees taking leave on reduced schedule or intermittent basis should consult with the Business Manager, in an effort to schedule such leave in a manner that will minimize disruption to the operations of AMSACS.

Requests for Leave and Medical Certification:

When the need for FMLA leave is foreseeable, the employee is expected to provide written notice to AMSACS at least 30 days before the requested leave is to begin. If an employee cannot give the full amount of advance notice, he or she should provide as much notice as practicable under the circumstances.

Where the leave is due to a qualifying exigency arising out the fact that the spouse, or a son, daughter or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation, the employee is expected to provide such notice as is reasonable and practicable under the circumstances.

It is the employee's responsibility to provide AMSACS with sufficient information to confirm that the requested leave qualifies as FMLA leave under this policy. Employees requesting a leave due to their own serious health condition, or due to a serious health condition affecting a covered family member or covered service member are generally required to provide a Medical Certification from a qualified health care professional documenting the need for the leave and setting forth sufficient medical facts to demonstrate that the medical condition qualifies for leave under the FMLA. Unless extenuating circumstances are present, this Medical Certification must be provided within 15 calendar days of the request for leave. Further Medical Certification or recertification may be required during the leave, depending on the circumstances. In addition,

employees on leave may be contacted periodically for updates concerning their status and their intent to return to work. Employees are expected to respond fully to such requests for updates.

If AMSACS has reason to doubt the validity of the medical certification, AMSACS may require the employee to obtain a second opinion from a health care provider designated by AMSACS, at AMSACS' expense. If there is a conflict between the second opinion and the original Medical Certification, AMSACS may require the employee to obtain a third opinion from a health care provider who is selected jointly by AMSACS and the employee, and which will be at AMSACS expense. This requirement does not apply to the birth or adoption of a child, nor does it apply to leaves by a spouse, son, daughter, parent, or next of kin, caring for a covered service member with a serious illness or injury.

Employee Status and Benefits While on Leave:

Employees on unpaid FMLA leave do not accrue additional vacation or PTO time while they are on leave. In addition, employees on unpaid FMLA leave are not eligible for paid holidays unless using FMLA leave in increments of less than one week. The employee will not, however, lose any vacation time accrued prior to the commencement of the leave, nor will the employee lose any other benefit rights to the extent that those rights accrued before the leave commenced.

An employee will not be entitled to more favorable employment terms as a result of taking FMLA leave. Thus, the employee will be subject to any pay or benefit reductions or other adverse actions, including layoff, which he or she would have experienced if he or she had not been on leave.

Continuation of Group Health Insurance Coverage:

If an employee participates in any of AMSACS' group health insurance plans prior to his or her leave, AMSACS will continue that employee's group health insurance coverage during his or her leave for up to a total of 12 weeks, provided that the employee continues to pay his or her share of the premium on a timely basis. During any portion of the leave in which the employee is receiving a paycheck, (e.g., where the employee is utilizing accrued vacation), the employee's share of the premium will be deducted from that paycheck. During any portion of the leave in which the employee is not receiving a paycheck, the employee must ensure that his or her share of the premium is received by AMSACS on the proper due date.

Mandatory Coordination of FMLA Leave with Available Paid Leave Time:

FMLA leave is unpaid leave, except to the extent that an employee is otherwise eligible for paid leave including, but not limited to, accrued and unused vacation, or PTO time. Employees must utilize any available and applicable accrued time off while on leave.

Reinstatement:

An employee returning to work at the completion of an FMLA leave (of 12 weeks or less) will be reinstated to his/her former position, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment as he/she had prior to the leave.

An employee who takes a FMLA leave due to his or her own serious health condition will be required to obtain and submit a satisfactory fitness for duty medical evaluation from his or her health care provider as a condition of reinstatement.

Administrative FMLA paid leave bank days

An employee who has been on an approved FMLA leave and who has already exhausted all of his or her accrued PTO leave, as well as all of his or her personal FMLA sick bank days before the end of his or her approved FMLA leave may request to access up to twenty (20) additional paid FMLA bank days from the administration. The request will be reviewed by the Executive Director and the Principal with consultation, as appropriate, from the School Nurse or the School Psychologist. If an employee suffers a work-related injury and is approved for worker's compensation leave, the School may allow the employee to use the sick bank days to cover the difference between the Worker's compensation earnings and the employees regular pay for just those twenty days. Paid leave received under this section may not be combined with any paid leave granted for use with paid Parental Leave and vice versa. In no event may an employee have both paid leaves (FMLA days from the administration's bank and MPLA bank days) run consecutively or concurrently. Additionally, the most bank administrative days any employee may access in any given fiscal year may not exceed twenty (20).

Massachusetts Parental Leave Act:

Eligibility: Leave under the Massachusetts Parental Leave Act (the "MPLA") is provided to employees who meet all the following eligibility criteria:

1. the employee must have completed the AMSACS' Introductory Period; and
2. where possible, the employee must provide at least two weeks' written notice of his or her anticipated date of departure; and
3. the employee must provide notice of his or her intention to return to work at the end of his or her leave.

Purpose and Length of Leave: The Organization will provide eligible employees with eight (8) weeks of unpaid MPLA leave for the purpose of giving birth, or for the purpose of adopting a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled).

Designation of Leave: The Organization will designate any absence taken for an MPLA-qualifying reason as MPLA leave and will count such absences against the employee's 8-week entitlement.

Leave provided under the MPLA Policy will run concurrently with any and all available leave under the FMLA, or other applicable laws or benefit programs, to the full extent permitted by law.

Coordination of MPLA Leave with Available Paid Leave Time:

Coordination of Massachusetts Parental Leave Act (MPLA) leave with available paid leave time: MPLA leave will be paid for the first four (4) weeks that the Bargaining Unit Employee is out on MPLA leave via the School's MPLA bank of paid days. Thereafter the employee's accrued PTO, if any, will then be drawn down. If the employee has any remaining MPLA leave time available after his or her PTO balance is drawn down, the remainder of the MPLA leave will be unpaid. Paid MPLA leave received under this section may not be taken with or used in connection with any paid leave granted for use with paid FMLA leave bank days and vice versa. In no event may an employee have both paid leaves (FMLA days from the administration's bank and MPLA bank days) days run consecutively or concurrently. Additionally, the most administrative bank days any employee may access in any given fiscal year may not exceed twenty (20).

Where an employee takes an extended leave (i.e., longer than 8 weeks) that is also covered under the FMLA Policy, she/he will be subject to the mandatory coordination of leave provisions of the FMLA (as described above) for any portion of the leave that is not covered by the MPLA.

Reinstatement: An employee returning to work at the completion of an MPLA leave (of 8 weeks or less) will be restored to his or her previous position or a similar position, with the same pay and conditions of employment as the position she or he held prior to the leave.

An employee will not be entitled to more favorable employment terms as a result of taking MPLA leave. Thus, the employee will be subject to any pay or benefit reductions or other adverse actions, including layoff that he or she would have experienced if he or she had not been on leave.

Small Necessities Leave:

The Small Necessities Leave Act (SNLA) of 1998 grants an FMLA-eligible employee a total of 24 hours of unpaid time off (in addition to FMLA leave) during any twelve (12) month period. The entitlement for leave is measured on a twelve month "rolling" basis and is calculated back from the date of a SNLA request. If, for example, an employee requests leave on September 1, 2019, the agency will calculate the maximum number of days of leave available by looking to see how many days of leave the employee has taken since September 1, 2018.

While the School will comply with all statutory leave to which employees are entitled under the Family and Medical Leave Act (FMLA), the Massachusetts Parental Leave Act (MPLA) and the Massachusetts Small Necessities Leave Act (SNLA). This Article (Leaves) is not subject to the grievance and arbitration procedures in this collective bargaining agreement.

Other Unpaid Leaves:

On the recommendation and approval of the Executive Director, an unpaid leave of absence not otherwise covered under the Collective Bargaining Agreement may be granted to a bargaining unit employee covered by this agreement. The employee must submit a written request stating the reason for the requested leave and said request must be received at least forty-five (45) days prior to the starting date of the requested leave, except in emergency situations. Any leave of

absence under this Section shall not exceed one-hundred eighty consecutive calendar days. A bargaining unit employee who does not return after the unpaid leave under this Section shall be considered to have abandoned the job and shall be subject to termination. During said leave, as is the case with all other unpaid leaves under this Agreement, the bargaining unit member is required to remit to the Union all dues, fees and assessments for the full period of the leave.

Article XX

Payroll Deduction of Agency Service Fees

Pursuant to General Law Chapter 150E, Section 12 as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30) day of employment in the bargaining unit, or the effective date of this agreement, whichever is later, each and every non-union member of the bargaining unit shall pay to the Union an agency fee which shall be equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid and received. Said agency service fee shall be deducted monthly.

Article XXI

Seniority and Reduction in Force (RIF)

- a. "Seniority" shall be defined as an employee's length of service in years, months, and days working in a position covered by the bargaining unit. An employee who has been employed part-time for any given school year(s) or partial school years will receive a fraction of a year's seniority based on the percentage of time their part-time service represents to a full-time equivalent (FTE). One's seniority starts on the first paid work day he or she is working as a paid employee of AMSA, regardless of the earlier date of which he or she is offered or accepts employment from AMSA. That first paid work day is considered the employee's "start date." In the event multiple full-time employees have the same "start date" their seniority for those employees shall be determined by a drawing of a lot, i.e. flipping of a coin, drawing of a card, and that shall determine each employee's seniority.
- b. "Qualified" shall be defined as holding a current, active DESE-issued license in a particular subject and having taught and demonstrated competence in teaching that subject at AMSA or having passed the MTEL exam in a particular subject in the past three years.
- c. Bumping Rights. A full-time teacher who is laid off may "bump" into the position of the least senior person in the same or a separate department who teaches a subject that the teacher being laid off is "qualified" (as that term is defined above in subsection b) to teach. Any person so bumped may him or herself likewise "bump" into the position of the least senior person, if any, in the same or separate department who teaches a subject the

bumped teacher being laid off is qualified to teach, if any. The AMSA administration will assume that every teacher who may bump wishes to do so and AMSA will notify the bumped teachers of their new assignment, if any.

- d. The Board and the Administration retain the exclusive right to determine the number of teaching positions and other professional positions which are needed at the School. When a reduction in the number of teachers is needed in a particular subject, teachers who teach that subject and volunteer to be laid off will be laid off first, and part-time employees who teach that subject, regardless of their seniority, will be laid off second. In the event that full-time teachers who teach a particular subject and who have not volunteered to be laid off are, nonetheless, to be laid off, they shall be laid off in inverse order of seniority among the full-time teachers who teach that particular subject. In the event that more teachers who teach a particular subject where layoffs are occurring volunteer to be laid off, the most senior volunteers will be chosen in order of seniority from highest to lowest.
- e. Recall from lay-off shall be done by subject and in order of seniority such that the last person laid off within a subject category shall be the first one recalled for a vacancy within that subject.
- f. Seniority shall not accumulate during the period in which an employee is in lay-off status.
- g. In the event of a lay-off, the Steward and Union Business Agent shall be notified in writing of all affected bargaining unit employees. Said notification shall be no less than (21) days prior the effective date of such lay-off(s).
- h. The Union Steward and the Union Business Agent shall be notified of all lay-offs, retirements, or voluntary or involuntary terminations of employment.
- i. Any bargaining unit employee laid-off shall be entitled to recall for positions in which they are qualified become available for a period of up to twenty-four (24) months. Recall shall be offered in seniority order of all full-time bargaining unit employees with the subject category of instruction who may be on lay-off status.
- j. To the extent allowed by COBRA, during the recall period, an employee shall be entitled to continue to participate in all group insurance plans by paying one hundred percent (100%) of the premiums, provided he or she was on the plan at the time of the layoff and timely elects COBRA coverage.
- k. Upon recall, an employee shall have all accrued benefits that existed at the time lay-off restored in full, including seniority and accrued sick leave.
- l. An employee who is recalled and refuses employment will forfeit all recall rights.

- m. Seniority may be lost for the following reasons:
 - 1. an employee leaves the employment of AMSACS;
 - 2. a discharge is not reversed;
 - 3. an employee does not return to work when recalled under the provisions of this Article;
 - 4. an employee fails to return from an approved leave of absence;
 - 5. an employee retires.

An employee shall suffer no loss of seniority when on an approved leave of absence from AMSACS.

Registered mail must be signed for by the employee or an immediate member of the employee's household only. Employees shall have fifteen (15) days to sign the recall notice.

Article XXII Miscellaneous

a. After School Meetings. Bargaining Unit Employees will not be required to attend more than two (2) after school meetings per month, namely one (1) all-staff meeting and one (1) department meeting. The Executive Director shall determine the dates, times, and subject matter of the meetings. Grade level meetings will occur for lower school grades only, during school hours, and during scheduled Directed Study periods. Students will be supervised by non-teaching staff during these scheduled meetings. In situations where it is determined by the principal or designee that additional assistance is needed with supervising students, Bargaining Unit Employees may be called upon to supervise students as a duty. In this instance, two (2) of the duties from the Bargaining Unit Employee's regular duty schedule will be covered within the next scheduling cycle. Any Bargaining Unit Employee whose child attends AMSACS and whose child needs to access AMSACS' after school childcare program while the Bargaining Unit Employee-parent attends any of these two (2) after work meetings will not have to pay the after school childcare fee. Bargaining Unit Employees who are in their first year working at AMSACS may be expected to attend one (1) additional after-school meeting per quarter to accommodate time for mentoring program meetings.

b. Curriculum Development. Bargaining Unit Employees who are asked or have been approved, in writing, to create a course curriculum will receive a one-time payment of \$1500 for each curriculum created.

c. Long-term Substitutes. Long term substitute positions that are known, in advance, to last more than thirty (30) school days may only be filled by teachers who have either MTEL certification or who have a degree in the particular discipline or general subject matter being taught.

d. Number of Consecutive Teaching Periods Per Day. The Administration shall make a reasonable, good faith, effort to limit the number of consecutive class periods taught by teachers

per day to four (4). Under no circumstances shall any Bargaining Unit Employee be assigned to teach more than five (5) consecutive periods, including study halls, per day.

e. Teaching Assignments for the next school year. The Administration will make a reasonable, good faith effort to provide teachers with their anticipated teaching assignments for the upcoming school year by July 15th. The preceding sentence notwithstanding, teachers acknowledge that unforeseen circumstances, including but not limited to, Bargaining Unit Employee departures, changes in the student population, etc., may require the administration to change some teachers teaching assignments after the Bargaining Unit Employee has previously been notified of a different teaching assignment by July 15th.

f. Bargaining Unit Employee Evaluations. The Bargaining Unit Employee evaluation document is part of this collective bargaining agreement and is contained in Appendix 1.

g. School counselors cannot be required to attend more than four (4) events per year that fall outside of standard work hours, with the exception of parental meeting nights.

h. School counselors may set aside two (2) periods per day to work behind closed doors.

i. School counselors will be granted three (3) days prior to January 1st to work outside of school for the purpose of composing college letters of recommendation. No more than one (1) counselor can take such a day at the same time.

j. School counselors will be observed with the standard observation form or with a customized form designed for school counselors that is agreed upon by both parties

k. Bargaining Unit Employees shall not be required to work more than three (3) lunch, intake or dismissal duties per eight-day cycle unless the employee volunteers for more.

l. With the exception of bargaining unit employees who work in the “white building,” a good faith effort will be made to assign bargaining unit employees to lunch duties in the respective buildings in which they are assigned or predominantly perform instruction.

m. A good faith effort shall be made to ensure that teachers will not have more than four (4) preps (teaching four distinct curricula), with an absolute maximum of five (5), and only with teacher approval.

n. During the COVID-19 pandemic, AMSA agrees to provide, at no cost to bargaining unit employees, all personal protective equipment (PPE), personal sanitizing agents, and any other materials to safeguard the health and well-being of the bargaining unit members, as recommended by the Massachusetts Department of Elementary and Secondary Education (DESE) and/or the Mass Department of Public Health (DPH).

o. LOCAL 170 DRIVE Fund

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to Local 170 DRIVE Fund.

Local 170 DRIVE Fund shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week I which the employee earned a wage.

On a monthly basis the Employer will transmit the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number and the amount deducted from the employee’s paycheck as outlined in the attached Local 170 DRIVE information sheet to Local 170 DRIVE Fund, 330 southwest Cutoff, Suite 201, Worcester, Ma. 01604. No such authorization shall be recognized if in violation of State or Federal Laws. No deductions shall be made which is prohibited by applicable law.

Article XXIII
Duration

Three (3) year agreement covering the period August 24, 2021 - August 23, 2024.

IN WITNESS OF THE FOREGOING, THE PARTIES HERETOFORE SET THEIR HANDS ON THE BELOW SIGNED DATES.

ADVANCED MATH AND SCIENCE
ACADEMY CHARTER SCHOOL
BOARD OF TRUSTEES

ADVANCED MATH AND SCIENCE
ACADEMY CHARTER SCHOOL
TEACHERS, TEAMSTERS LOCAL 170

By: _____

By: _____

Chairperson of the Board of Trustees

Teamsters, Local 170

Date: _____

Date: _____

APPENDIX 1

AMSACS Bargaining Unit Employee Evaluation

**AMSACS Teacher Observation Form 2021-2024
Department Chair Form**

This form is to be used by the teacher's Department Chair. This form contains 5 boxes. Boxes 1-3 are based on a lesson observation. Box 4 is mostly based on what an AMSACS teacher does outside of a classroom. Box 5 is the overall rating. Academic year administrators will complete a minimum of two observations per year (one per semester). At least one will be conducted by the teacher's or counselor's department head (using the *Department Chair Form*). Administrators who observe teachers and are not the direct supervisor of the teacher (their Department Chair) will use the *Outside Observation Form*. Further observations can be conducted at the discretion or need of the teacher or department head.

Date of observation: _____

Name of observer: _____

Subject: _____

Grade: _____

Teacher: _____

Start time: _____

End time: _____

1: Lesson Objective and Lesson Structure

For grades 6-8, AMSACS' classroom lessons contain clear objectives that are written on the board and/or stated orally to students and then reinforced throughout the lesson. At the high school level, lessons may contain clear objectives written on the board or stated orally – or the objective may be made clear through the lesson design.

The structure of lessons (from the start to the middle and the end) are designed to reinforce the objectives. The start of classroom lessons may contain an activator such as a Do Now that reinforce the objective. Towards the end of the lesson, teachers review and reinforce the lesson and preview upcoming lessons. AMSACS lessons are based on AMSACS' rigorous curriculum and reflect strong content knowledge.

Lesson objective:

What were the teacher and students doing at the start of the lesson (if observer was in attendance)?:

What were the teacher and students doing in the middle of the lesson (if observer was in attendance)?:

What were the teacher and students doing at the end of the lesson (if observer was in attendance)?:

Was the lesson aligned to the relevant AMSACS curriculum?

Did the lesson reflect strong content knowledge? Was the content accurate? Did the teacher demonstrate strong content knowledge (as demonstrated in the coherent organization of the lesson and the ability to respond to student questions)?

Rating (Circle one): Was the lesson objective clear? Did the structure of the lesson reinforce the objective? Was the lesson based on the relevant AMSACS curriculum? Did the lesson demonstrate strong content knowledge?

Exceeds

Meets

Partially Meets

Falls Below

2: Student Engagement and Checking for Understanding

AMSACS' classroom lessons promote a high level of student engagement in a variety of formats best suited to the strengths of the individual teacher. Some lessons may be student centered, some teacher centered.

Throughout their lessons, AMSACS teachers consistently check for student understanding (and then adjust their practice based on feedback both during and after the lesson).

Common methods to promote engagement and to check for understanding include (but are not limited to): clarity of lesson objective and lesson structure (box 1); question and answering (including higher order Socratic questioning and cold calling students); Do Nows at the start of lessons; short quizzes during the lesson; student focused or student led class work and activities; exit tickets; and one-on-one interactions with students while they work in groups or alone.

Engagement of students: What percentage of students appeared to be on task and engaged during the lesson (circle one):

- Less than 25%
- 25%-50%
- 50%-75%
- 75%-100%

Checking for understanding: what methods did the teacher use during the course of the lesson to check for understanding? How often did the teacher use a method to check for understanding?

Rating (Circle one): Were students engaged and on task and did the teacher consistently check for understanding?

Exceeds

Meets

Partially Meets

Falls Below

3: Classroom Environment

AMSACS teachers create classroom climates characterized by respectful and encouraging relationships, behaviors, and discourse between the teacher and students and between the students. Mistakes are treated as opportunities to learn. Classrooms are primarily managed through the creation of clear routines and procedures and the building of strong and supportive relationships between teachers and students.

Did the teacher have clear routines and procedures in place that students followed throughout the lesson and that supported a respectful and encouraging classroom environment?

In addition to clear routines and procedures, what other classroom management techniques did the teacher use (such as movement about the room or raising their hand to gain students attention if they are off-task)?

Relationship between teacher and students:

Relationship between students (did the teacher help encourage students to be respectful and encouraging of each other?):

The overall tone and climate of class:

AMSACS policies followed:

Rating (Circle one): Was the relationships between students and teacher and between students respectful and encouraging? Was the overall tone of the class respectful and encouraging?

Exceeds

Meets

Partially Meets

Falls Below

4: Professional Responsibility

AMSACS teachers consistently meet their professional responsibilities, including responsibilities in being punctual and meeting assignments and duties (such as lunch duty or after school bus duty). AMSACS teachers actively seek to improve their craft. AMSACS teachers work collaboratively with fellow staff on school related issues such as lesson planning, curriculum development, and sharing ideas at grade level meetings and department meetings. AMSACS teachers also engage in regular and cordial communication with families, including the posting of grades and assignments to Plus Portals, academic warnings, and email communication.

Meeting responsibilities (punctuality, assignments, and duties):

Working collaboratively with colleagues:

Consistent and respectful communication with parents:

Rating (Circle one): Does the teacher regular meet professional

responsibilities and engage in consistent and respectful communication with parents?

Exceeds
Meets
Partially Meets
Falls Below

5: Overall Comments

After the Department Chair completes the first 4 parts of the form, they will send, within two school days, the form to the teacher who was observed. The teacher and the Department Chair will then establish a time for a one-on-one meeting.

At the meeting, the Department Chair and the teacher will engage in an open, reflective, and collegial conversation. The Department Chair and the teacher will review each part of the evaluation rubric and will jointly fill out the 3 questions below. The teacher can also add a reflection.

1. What areas/parts of the evaluation am I doing well on? What are my strengths?

2. What could be improved upon?

3. What professional development or mentoring programs might help me develop my strengths and improve my weaknesses?

Teacher reflection. Was the observation process and meeting helpful and constructive?

School Counselor Addendum

Each counselor will provide administration opportunities to evaluate. Each counselor will also provide a list of professional accomplishments each semester.

AMSACS Teacher Observation Form Outside Observer

This form is to be used by any observer who comes from outside the teacher's immediate department (not the teacher's department chair). This observation form contains 4 boxes. Boxes 1-3 are based on a lesson observation. Box 4 is for overall comments and reflections. During the 2020-2021 academic year, administrators will complete a minimum of two observations per year (one per semester). At least one will be conducted by the teacher's or counselor's Department Chair (using the *Department Chair Form*). Administrators who observe teachers and are not the direct supervisor of the teacher (their Department Chair) will use the *Outside Observation Form*. Further observations can be conducted at the discretion or need of the teacher or Department Chair.

Date of observation: _____

Name of observer: _____

Subject: _____

Grade:

Teacher:

Start time:

End time:

1: Lesson Objective and Lesson Structure

For grades 6-8, AMSACS' classroom lessons contain clear objectives that are written on the board and/or stated orally to students and then reinforced throughout the lesson. At the high school level, lessons may contain clear objectives written on the board or stated orally – or the objective may be made clear through the lesson design.

The structure of lessons (from the start to the middle and the end) are designed to reinforce the objectives. The start of classroom lessons may contain an activator such as a Do Now that reinforce the objective. Towards the end of the lesson, teachers review and reinforce the lesson and preview upcoming lessons. AMSACS lessons are based on AMSACS's rigorous curriculum and reflect strong content knowledge.

Lesson objective:

What were the teacher and students doing at the start of the lesson (if observer was in attendance)?:

What were the teacher and students doing in the middle of the lesson (if observer was in attendance)?:

What were the teacher and students doing at the end of the lesson (if observer was in attendance)?:

Rating (Circle one): Was the lesson objective clear? Did the structure of the lesson reinforce the objective? Was the lesson based on the relevant AMSACS curriculum? Did the lesson demonstrate strong content knowledge?

Exceeds

Meets

Partially Meets

Falls Below

2: Student Engagement and Checking for Understanding

AMSACS' classroom lessons promote a high level of student engagement in a variety of formats best suited to the strengths of the individual teacher. Some lessons may be student centered, some teacher centered.

Throughout their lessons, AMSACS teachers consistently check for student understanding (and then adjust their practice based on feedback both during and after the lesson).

Common methods to promote engagement and to check for understanding include (but are not limited to): clarity of lesson objective and lesson structure (box 1); question and answering (including higher order Socratic questioning and cold calling students); Do-Nows at the start of lessons; short quizzes during the lesson; student focused or student led class work and activities; exit tickets; and one-on-one

interactions with students while they work in groups or alone.

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- Less than 25%
- 25%-50%
- 50%-75%
- 75%-100%

Checking for understanding: what methods did the teacher use during the course of the lesson to check for understanding? How often did the teacher use a method to check for understanding?

Rating (Circle one): Were students engaged and on task and did the teacher consistently check for understanding?

Exceeds

Meets

Partially Meets

Falls Below

3: Classroom Environment

AMSACS teachers create classroom climates characterized by respectful and encouraging relationships, behaviors, and discourse between the teacher and students and between the students. Mistakes are treated as opportunities to learn. Classrooms are primarily managed through the creation of clear routines and procedures and the building of strong and supportive relationships between teachers and students.

Did the teacher have clear routines and procedures in place that students followed throughout the lesson and that supported a respectful and encouraging classroom environment?

In addition to clear routines and procedures, what other classroom management techniques did the teacher use (such as movement about the room or raising their hand to gain students attention if they are off-task)?

Relationship between teacher and students:

Relationship between students (did the teacher help encourage students to be respectful and encouraging of each other?):

The overall tone and climate of class:

AMSACS policies followed:

Rating (Circle one): Was the relationships between students and teacher and between students respectful and encouraging? Was the overall tone of the class respectful and encouraging?

Exceeds

Meets

Partially Meets

Falls Below

4: Overall Comments

After the outside observer completes the first 3 parts of the form, they will send, within two school days, the form to the teacher who was observed. The observer and the teacher will then establish a time for a one-on-one meeting.

At the meeting, the observer and the teacher will engage in an open, reflective, and collegial conversation. The observer and the teacher will review each part of the evaluation rubric and will jointly fill out the 3 questions below. The teacher can also add a reflection.

1. What areas/parts of the evaluation am I doing well on? What are my strengths?

2. What could be improved upon?

3. What professional development or mentoring programs might help me develop my strengths and improve my weaknesses?

Teacher reflection. Was the observation process and meeting helpful and constructive?

APPENDIX 2

AMSACS Bargaining Unit Employee Performance Improvement Plan

No teacher or any other member of the bargaining unit shall be terminated or not renewed for the following school year for unsatisfactory performance without first being placed on an improvement plan. Any teacher or other bargaining unit member deemed to be performing at an unsatisfactory level shall be given a minimum of forty-five (45) days to make necessary corrections. In the event that a performance improvement plan commences on February 1st or later during a particular school year, the performance improvement plan shall continue in the next school and conclude on or about November 15th.

The department chair, if reaching the conclusion of unsatisfactory performance, must meet with the bargaining unit member and present a detailed list of concerns, with explicit instructions for making corrections and the clear goals stated for the bargaining unit member. Should concerns center on the delivery of content or other issues in the classroom, the department chair (or administrative substitute, if agreed to by the bargaining unit member) must make a minimum of two (2) additional observations to determine if corrections and goals have been met.

There shall be a meeting of all relevant parties at the conclusion of the improvement plan to determine the bargaining unit member's standing.

This performance improvement plan protocol shall not apply to flagrant violations of student safety or egregious violations of the AMSA employee handbook.