

Upper Cape Cod Regional Technical School

Teachers' Association – Unit A

**COLLECTIVE
BARGAINING
AGREEMENT**

July 1, 2022 – June 30, 2025

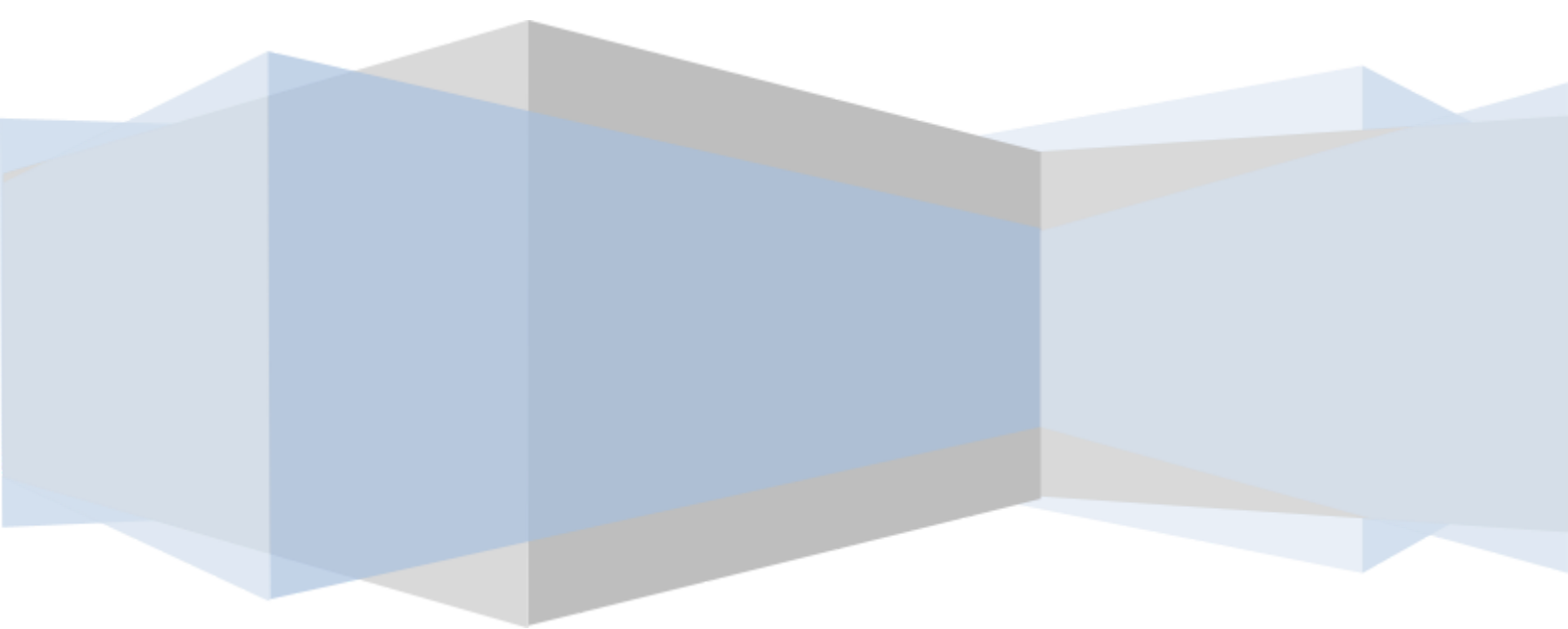


TABLE OF CONTENTS

Article I – Recognition	3
Article II – Committee’s Rights Clause	3
Article III – No Strike	3
Article IV – Absence	4
Article V – Sick Leave	4
Article VI – Bereavement / Personal Leave	6
Article VII – Health Insurance	7
Article VIII – Deductions	7
Article IX – Grievance Procedure	8
Article X – Arbitration	9
Article XI – Supervisory Duties	9
Article XII – Teacher Evaluation	10
Article XIII – Committees	10
Article XIV – Salaries	10
Article XV – Class Size	11
Article XVI – Teacher Assignment	11
Article XVII – Evening Meetings	11
Article XVIII – Vacancies	12
Article XIX – Teaching Hours and Teaching Loads	13
Article XX – Professional Development and Educational Improvement	14
Article XXI – General	15
Article XXII – Personal Injury Benefits	16
Article XXIII – Paternal Leave	16
Article XXIV – Teacher Employment	17
Article XXV – Sabbatical Leave	17
Article XXVI – End of Service Sick Leave Buyback	18
Article XXVII – Seniority and Reduction in Force	19
Article XXVIII – Protection	22
Article XXIX – Jury Duty	22
Article XXX – Military Leave	22
Article XXXI – Longevity	23
Article XXXII – Duration Clause	23
Appendix A – Salary Schedules	24
Appendix B – Extra-Curricular Activities	26

**Article I
Recognition**

- A. The Committee recognizes the Association as the sole and exclusive bargaining agent of the employees of the Committee in the following classification for the purpose of collective bargaining on wages, hours, and conditions of employment pursuant to Chapter 150E, Massachusetts General Laws.
- B. All full-time and part-time professional employees who are required to hold a license issued by the Massachusetts Department of Elementary and Secondary Education, but excluding there from, Superintendent, Assistant Superintendent/Principal, Team Supervisors, Lead Teachers, Directors, Director of Media Services, Post-Secondary Instructors and all other employees of the Committee not included in the classifications aforementioned. "Teachers" shall mean employees covered by this Agreement unless otherwise noted. "Part-time employees" shall be defined as "regular" as opposed to "casual" employees (as defined by the Massachusetts Division of Labor Relations) serving in a bargaining unit position for which certification, provisional certification, or waivers are normally required.

The parties agree to recognize Post-Graduate Instructors as Unit C of the Upper Cape Tech Teachers' Association.

Benefits for part-time employees shall be pro-rated.

**Article II
Committee's Rights Clause**

- A. It is agreed by the parties hereto that the Committee retains all its rights, duties, powers and responsibilities under the laws of the Commonwealth and under any regulation of any appropriate State or Federal agency unless otherwise modified by an express written provision of this Agreement. If any conflict between a provision of this Agreement and any state law or agency rule or regulation should arise, then such law or rule or regulation shall prevail.
- B. It is further agreed that, except as modified by this Agreement, the Rules and Regulations of the Committee, as time to time altered by the Committee, shall govern employees covered by this Agreement.

**Article III
No Strike**

- A. The Association agrees that no Association Officer, representative, or employee shall conduct, induce or encourage any strike, work stoppage or withholding of services or engage in any other direct interference with the operations of the School District.
- B. The Superintendent may take disciplinary action, including suspension or discharge, against any employee involved in a violation of this Article.
- C. In the event that any employee represented by the Association engages in activities in violation of this Agreement, it shall be the responsibility of the Association and its members to exert their full power and influence with the employee in good faith to induce observance of the provisions of this Article.

Article IV Absence

If an employee covered by this Agreement is to be absent from school, the administration must be notified by 6:30am, except in case of emergency. The employee may make notification either by calling the appropriate administrator at the telephone number distributed to all staff for this purpose or by calling the school message center. Failure to so notify shall result in a day's suspension at the per diem rate of that employee's salary. In the event that an employee knows they will be absent for an extended period of time, for example, more than 3 consecutive days, they will not be required to notify the administration by 6:30am each day of the extended absence provided they have submitted a medical note to the Administrative Assistant to the Superintendent for such absence.

Article V Sick Leave

- A. Teachers with Professional Teacher Status will receive fifteen (15) sick days per year each September 1st accumulative to two hundred and sixty (260) days. One and one-half (1 ½) days per month, September through June, will be granted to teachers without professional teacher status to a total of fifteen (15) days per year which are accumulative.

If sick time is to be used for a prescheduled medical appointment, teachers must provide at least seventy-two (72) hour advance notice (prior to 6:30 AM the day of the intended absence). In the event that a teacher fails to provide the required notice, the teacher will be charged as follows:

- one-half (1/2) of a sick day if notice is provided before 6:30 AM (but less than 72 hours before) the day of the prescheduled appointment;
 - or one (1) full sick day if notice is provided after 6:30 AM the day of the prescheduled appointment.
- B. In the event of serious illness of a member of a teacher's immediate household/family (spouse, child, parent, sibling, grandparent, grandchild, a family member who is living in the same household and/or a family member for whom the teacher has responsibility for direct care) such teacher may use up to five (5) days annually of accumulated sick leave.
- C. Sick Leave Bank

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

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

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

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

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

General Provisions:

- a. The Sick Leave Bank will be initially funded by deducting one (1) sick leave day from each employee and contributing such days to the bank.
- b. The Sick Leave Bank Committee shall determine the eligibility of an employee for sick leave days from the bank and the number of sick leave days to be granted in each case, and in no event more than twenty (20) days at a time.
- c. An employee may reapply for additional days. Any request denied by the Sick Leave Bank Committee may be reconsidered upon presentation of new information substantiating the need.
- d. The balance of sick leave days in the bank shall be carried forward from work year to work year.
- e. When the bank is depleted to twenty (20) days, an additional assessment of one (1) sick leave day shall be made against the sick leave account of each employee. Employees shall not be assessed more than two (2) days in a school year. If there is the need in a school year to replenish the bank beyond the cap of two (2) days as provided in the previous sentence, teachers may voluntarily contribute up to an additional five (5) of their accumulated sick days to the bank. In no event will employees who are in their first year of employment be charged the additional days.
- f. In the event that the full number of sick days granted by the Sick Leave Bank Committee are not needed, the unused sick days will go back into the bank.
- g. In the event that the sick days granted by the Sick Leave Bank Committee are unused by the end of the school year in which they were granted, the unused days will go back into the bank.

Accessing the Bank:

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

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

- D. Teachers who have accumulated at least 180 sick days and who use three (3) or fewer sick days and personal days combined in a school year at the end of that school year shall have the option to be paid four (4) sick days at their per diem rate. Teachers who choose this option will not be allowed to add their additional unused sick days from that school year to their total accumulation. This benefit will not be available to teachers who are retiring and are eligible for the End of Service Sick Leave Buyback payment under Article XXVI in the same year.
- E. A teacher who uses five (5) or more consecutive sick days, may be asked by the Superintendent to provide a note from his/her doctor or health care provider or may be sent to the School District's physician, at the School District's expense, to verify the use of the sick day. In the event that the Superintendent sends the teacher to the School District's physician, Superintendent or designee will schedule the appointment within twenty-four (24) hours or as soon as practicable.
- F. Teachers may use up to three (3) sick days to observe religious holy days which occur while school is in session. Teachers shall notify the principal in writing three (3) school days in advance of the religious holy day. Use of sick days to observe religious holy days will not disqualify a teacher from the benefits of Paragraph D above.

Article VI Bereavement/Personal Leave

- A. Up to five (5) consecutive school days shall be granted without loss of pay due to death in the immediate family of an employee covered by this Agreement. The immediate family shall include: spouse, child, parent, sibling, then parent-in-law, sister-in-law, brother-in-law, grandparents, grandchild, or other members of such employee's immediate household. One (1) school day shall be granted without loss of pay due to the death of an aunt, uncle, niece or nephew for the purpose of attending the services. Additional bereavement days may be granted at the discretion of the Superintendent.
- B. Two (2) days of leave for personal business, without loss in pay, shall be granted by the Superintendent each year, non-cumulative, for the following reasons: Illness in the immediate family; legal business which is of an urgent basis and which cannot be conducted outside of school hours; and passing of papers on the teachers' house or for

such other reason as may be allowed by the Superintendent in the sole exercise of his discretion provided that the request for such days is submitted in accordance with the provisions of this Article. Personal leave will be charged as one of the following:

- a. A two (2) hour minimum
- b. A half (1/2) day
- c. A full day

Request for personal leave days must be submitted in writing, at least one (1) week in advance to the Superintendent except in case of emergency. Personal leave days shall not be granted on the scheduled workday before or after a holiday, vacation period or other leave of absence, except in case of an emergency, subject to the approval of the Superintendent. Nor shall personal leave days be taken during the first two weeks or last two weeks of school unless an emergency exists.

- C. Teachers who do not use any personal days including any portion of a personal day during a school year shall have one of the following options:
 - a. Have one (1) sick day added to their sick accumulation;
 - b. Be paid \$200;
 - c. Add one (1) personal day to their next year allotment with said day to be non-cumulative

Teachers who choose one of the options must notify the District Office by July 1st of their choice. If any employee chooses to add a personal day to following year, that day may not be used in conjunction with sick days.

Article VII Health Insurance

- A. The Upper Cape Cod Regional School District pays seventy percent (70%) of the premium for health insurance coverage and also pays one-half of the premium on the \$10,000 life insurance policy for active and retired employees.
- B. When a member of the instructional staff indicates in writing that he/she is interested in obtaining additional life insurance at the member's expense to supplement the policy now carried by the School District, the Committee will so authorize payroll deductions for these premiums.
- C. The Committee shall provide \$400.00 per year towards the premium cost of a family dental insurance plan, \$150.00 toward the premium cost of an individual dental insurance plan.

Article VIII Deductions

- A. Deductions from each paycheck for federal and state income taxes and for the State Retirement Fund will be made according to the appropriate governmental regulation.

- B. Deductions for group health and life insurance and Association dues deductions will be deducted equally from each paycheck commencing with the first paycheck in October. Association dues thus collected and accumulated will be given in a single check to the Association Treasurer each month.
- C. The Committee adopted Section 125 of the Internal Revenue Code of 1986 only as it pertains to pre-tax contributions of health insurance premiums and annuities.
- D. The Association shall submit the details of a flex plan (including the administrative costs, which shall be paid by the employees who participate, and the procedures) to the Committee by March 1st, and the Committee shall act upon the plan by April 30th,
- E. The Association may not discriminate against any employee on the basis of non-membership in the Association.

Article IX Grievance Procedure

A grievance is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement of any employee or employees covered by it or (2) an alleged violation of any provision of this Agreement.

Level One:

- A. An employee covered by this Agreement who has a grievance shall discuss it with his/her immediate supervisor either personally or through the appropriate representative of the Association within ten (10) school days from the date on which the incident giving rise to the grievance has occurred or when the employee has knowledge of such incident.
- B. If the incident occurs within five (5) school days of the end of the work year, the grievance must be filed within ten (10) calendar days next following the last day of school.

Level Two:

- A. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered, said grievant and/or the Association may appeal to the Superintendent provided such appeal is made within fourteen (14) calendar days after the presentation of the grievance at Level One. Such appeal shall be in writing setting forth the details for the grievance, the applicable Provisions of the Agreement, and the decision, if any rendered in Level One. Within fourteen (14) calendar days after receipt of the written grievance by the Superintendent, their designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent shall advise the appropriate representative of the Association that an appeal has been made and the date and time of the conference. The appropriate representative of the Association may be present at the conference to state the views of the Association.

Level Three:

- A. If the grievant is not satisfied with the decision of the Superintendent, or their designee, or if no decision has been rendered, said grievant and/or the Association may appeal to the Committee, provided however, that such appeal is made within fourteen (14) calendar days next following the conference in Level Two above. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered under Level Two. The Committee shall confer with the grievant and/or the appropriate representative of the Association, if any, at an executive session at the regularly scheduled meeting next following receipt of the written appeal.

Level Four

- A. If the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the regularly scheduled meeting of the Committee next following the conference, the Association may within twenty-one (21) calendar days thereafter submit the grievance to arbitration as provided in this Agreement.

**Article X
Arbitration**

- A. The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not mutually select an arbitrator within ten (10) calendar days from the date of submission of the grievance to arbitration, then either party may request a list of arbitrators from the American Arbitration Association.
- B. The arbitrator shall be bound by the written submission of both parties of the grievance. In the event that the parties cannot agree on the framing of an issue before the arbitrator, each party will submit a framed issue to the arbitrator, and the arbitrator will select the issue as framed and submitted by one of the parties. His decision shall not extend beyond said submission nor alter, amend or modify the provisions of this Agreement. Nor shall the arbitrator render a decision which shall impinge upon any of the reserved rights and duties of the Committee.
- C. Further, the arbitrator shall render a decision within thirty (30) calendar days from the date of the completion of the hearing, which decision shall be final and binding on both parties to this Agreement.
- D. Both parties shall share equally the expense of such arbitration.

**Article XI Supervisory
Duties**

- A. Employees covered by this Agreement may be assigned by the Superintendent or their designee, to such supervisory duties as the Superintendent deems necessary. Such duties shall include, but not be limited to, cafeteria, bus, gymnasium, corridor and detention duties and shall be distributed equitably among all the staff. A list of all supervisory duties will be provided to all employees at the end of each school year and employees will return the list to the Principal by July 1 with the supervisory duties listed in order of preference. The list will include supervisory duties which are outside of the work day as defined in this Agreement and employees who volunteer to work these supervisory duties will not be assigned any supervisory duties during the regular work day. Employees will not be evaluated for volunteering or not volunteering for the supervisory duties which are outside of the regular work day.

- B. Detention duty shall be assigned not more than twice per bargaining unit member in the course of the school year. This duty will not extend the work day of the assigned teacher by more than one (1) hour. The detention room teacher shall be assigned on a rotating basis in order that the duty shall be equalized among all the bargaining unit members. The designation of the days which teachers will be assigned detention duty shall be at the sole discretion of the Superintendent or designee.

Article XII
Teacher Evaluation
Refer to the DESE Educator Evaluator Tool

Article XIII Committees

- A. **Health and Safety Committee**: The Committee and the Association affirm their commitment to the maintenance of an environmentally safe school. To that end, the parties agree as follows:
1. By October first annually, a Health and Safety Committee will be established consisting of three (3) members appointed annually by the School Committee, one of whom shall be the Superintendent, and three (3) representatives appointed annually by the Association.
 2. Individual concerns regarding matters of health and safety shall be brought to the immediate written attention of the Superintendent.
 3. Whenever a written complaint is submitted to the Superintendent, he will notify the Health and Safety Committee members in writing of the complaint and the disposition within fifteen (15) school days of receipt of the complaint, exclusive of weekends and holidays. The disposition shall include an explanation of the investigation, of the conclusion and if an issue must be addressed, what was or will be done and the anticipated time frame for completion. Then if four (4) members of the Health and Safety Committee request a meeting, such meeting will be scheduled within five (5) school days, exclusive of weekends and holidays, of such request.
- B. **Superintendent Advisory Committee**: The Superintendent shall establish a “Superintendent Advisory Committee composed of three (3) representatives appointed by the Association and three (3) appointed by the Superintendent. These members shall be appointed annually. This Advisory Committee shall review concerns through the “Thought Exchange” or its equivalent and make recommendations on how to address them. This Advisory Committee shall meet when appropriate and will not engage in the discussion of topics that are mandatory subjects of bargaining.

Article XIV
Salaries

- A. The basic Salary Schedule for employees covered by this Agreement is set forth in Appendix “A”.

- B. Increments are not automatically granted but will be granted by the Committee to qualified individuals, based on length of service, together with such individual having rendered service deemed satisfactory and so recommended by the Administration. Increments so granted shall become effective on the first school day of the next school year contract.
- C. Teachers shall be responsible for keeping the Administration informed, in writing, of the courses they have successfully completed and their degree status. Such information for adjustment to another level must be received prior to September first of the school year to be effective in September and prior to February first to be effective from February for the remainder of the school year.
- D. If the position of permanent substitute is filled, it shall be compensated at the rate established by Level I, Step 1 of the salary schedule set forth in this Agreement. The position requires a license issued by the Massachusetts Department of Elementary and Secondary Education and shall be for one hundred and eighty-two (182) days each school year. The permanent substitute shall be required to attend professional development days and staff meetings. The permanent substitute shall receive one and one-half (1½) sick days per month, September through June, to a total of fifteen (15) days, non- cumulative, per year and will be entitled to two (2) personal days.

**Article XV
Class Size**

The Committee will determine class size consistent with an effective learning atmosphere within the school system. Whenever a teacher's student load approaches three hundred (300) students, the teacher shall meet with the principal to have this load addressed. If the teacher is not satisfied with the results of the discussion with the principal, he/she shall have the right to meet with the Superintendent to discuss the student load.

**Article XVI
Teacher Assignment**

All Teachers will be notified in writing of their programs for the upcoming school year, including the grades, levels and/or subjects that they will teach, and any special or unusual classes that they will have by the end of the school year. In the event that it is necessary to change an assignment after the end of the school year, the affected teacher will be notified immediately, in writing.

**Article XVII
Evening Meetings and/or Graduation**

- A. All teachers may be required by the Superintendent to attend up to four (4) evening meetings in each school year. Teachers will not be required to remain in attendance more than two and one half (2 ½) hours at such meetings. Said time shall not include any dinners which may be served and teachers will not be required to attend any such dinners. The required time for teachers shall not begin after 7:00 pm at any evening meeting. These meetings will be scheduled by the end of the first week in October each year except for meetings scheduled before November first which will be scheduled with at least three (3) weeks notice. Once scheduled, the date shall not be changed except in case of emergency or unforeseen conflict.

When the rescheduling of a meeting is necessary, teachers will be provided a minimum of two (2) weeks written notice of the rescheduled meeting date.

Instructors in the LPN Program may be required to attend up to four (4) evening meetings each school year for no more than two and one-half (2 1/2) hours each. Three (3) of such meetings will be for curriculum purposes and one (1) for an Open House which shall be attended by those Instructors at the Bourne Campus.

1. Evening meetings will be for the following reasons:

- a. Meet the Teachers Night
- b. Great Eight Open House
- c. Program Advisory Meetings
- d. Other educational purposes

B. Teachers will be required to attend * the Grade 8 Open House and Meet-the-Teacher evenings and will sign up to attend two (2) of the following:

1. Evening of Excellence
2. Graduation
3. Program Advisory

- a. Technical teachers must have at least one (1) teacher from each shop at the Advisory Committee meetings.
- b. Each department must have at least one (1) representative at Graduation.

* School Counselors and Special Education Teachers shall review meeting requirements with their Supervisor, not to exceed four (4) evening meetings.

Teachers are to sign up for elective events by September 15th of each school year.

Article XVIII Vacancies

A. All applicants (defined as members of the bargaining unit and outside candidates) will be given the opportunity to make application for such positions, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, and where applicable, the length of time each has been in the school district, the quality of performance, and other professional factors relevant to the position. All vacancies, including promotional opportunities, shall be posted on the bulletin board, web-site, emailing them to all teachers and providing a copy to the Association President. All internal applicants will be granted an interview. Appointments normally will be made no later than sixty (60) days after the closing date for application. An internal applicant who is not appointed shall be notified in writing and may, within five (5) school days, request in writing the reason why he/she was not appointed and the reason shall be provided in writing within five (5) school days of the request.

Both parties agree that they will not discriminate against any employee covered by this Agreement because of race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record (inquires only), handicap (disability), mental illness, political affiliation, retaliation, sexual

harassment, sexual orientation, active military personnel, and genetics.

- B. All extra-curricular, co-curricular, coaching and promotional positions, including those in Appendix B, shall be posted annually as provided in Section A, above. Appointments to these positions shall be annual appointments and will not be subject to the provisions of Article XXI, Section A. The Superintendent agrees to give due weight to the professional background and attainments of all applicants, and where applicable, the length of time each has been in the school district, the quality of performance, and other professional factors relevant to the position.

Article XIX Teaching Hours and Teaching Loads

- A. All teachers shall register entry by using the designated procedure by 7:30 am and be at their assigned duties by 7:35 am. It is further agreed by the Committee and the Association that the past practice relative to 7:30 am assignment shall continue. Teachers shall register their exit by the same means no earlier than 2:45 pm except on those days when teachers are assigned to other duties. Each teacher will be assigned one afternoon per week when he/she shall remain until 3:30 pm for make-up work/extra help for students, parent meetings, curriculum work, TEAM meetings or other educational purposes. This day will be determined in consultation with the immediate supervisor. Teachers shall schedule students for these sessions.

If a Unit A member is absent, best efforts will be made to obtain a substitute in every area.

The Athletic Director may have a reduced teaching load consisting of at least four (4) teaching periods per day.

The workday of the LPN Program Instructors shall be seven and one-quarter (7 ¼) hours per day. LPN Instructors shall register their entry and exit by using the designated procedure whenever they enter and exit the Upper Cape Cod Vocational Technical School and will maintain a log of their attendance when at other work sites.

- B. Common Planning Time: On regular work days between 2:15 pm and 2:45 pm, teachers may be involved in Cluster or Departmental activities which shall be initiated by the appropriate supervisor. One (1) day each week, the activities may include teachers working with different clusters or departments with the prior approval of their supervisor.
- C. Meetings: Teachers may be required to remain until 3:30 pm on eight (8) school days per year which shall be scheduled by the end of the first week in October. These meetings will not be rescheduled after being scheduled, as provided herein, except in case of emergency or unforeseen conflicts. When the rescheduling of a meeting is necessary, teachers will be provided a minimum of two (2) weeks written notice of the rescheduled meeting date. These meetings are for the following purpose:
1. Faculty meetings (including LPN Instructors who are on the Bourne Campus)
 2. In-service
 3. Curriculum work
 4. Other educational purposes
- D. Consecutive classes for classroom teachers; Academic teachers required to teach four (4) or

more consecutive periods without an interruption will be provided with a ten (10) minute break upon their request.

Whenever an LPN Instructor is assigned to a clinical site, they shall receive the preparation and administrative time provided by this section at the end of the workday.

- E. The work year for teachers shall be one hundred eighty-two (182) days: the one hundred eighty (180) days that students are required to be in attendance and two (2) professional development days. The first two (2) days of the work year may be staff professional development full days: the Monday and Tuesday before Labor Day. Students may return on the Tuesday or Wednesday. In addition, staff members may have a half a professional development day per term.

The work year for School Counselors shall be the Teachers' year plus five (5) days paid at the Counselor's per diem rate. Any additional days worked beyond those five days will be at the Counselor's per diem rate and must have prior approval by the Principal or Superintendent. The ratio of student to School Counselor will not exceed 300 to 1 per year.

- F. Under normal circumstances there are eight (8) periods per day. All teachers may be assigned six (6) teaching periods, plus one (1) preparation period and one (1) administrative period, each of which shall be substantially equal to a teaching period, (administrative periods shall be used as preparation periods when no specific assignments have been made by the Administration); provided, however, that the preparation and administrative period will not be available to those teachers who are assigned on work projects at locations other than the school building.

Teachers who agree to teach more than six (6) teaching periods will receive additional compensation at the rate of one eighth (1/8) of Step 1 of the teacher's level of attainment on the salary schedule.

- G. Teachers will be allowed a duty-free lunch period equal to the student lunch period except in cases of emergencies. Whenever a teacher works off-campus and is unable to get a duty-free lunch (this is not applicable to field trips), they shall submit weekly timesheets and will be compensated at the current hourly rate for the length of the student lunch period.
- H. Teachers who are required to work beyond the work year, as defined by the provisions of this Agreement, shall be compensated at their per diem rate (1/182) per day for such additional time. Whenever there is the need for additional work days to allow a student to meet the required hours to complete the LPN Program, the extra work time will first be offered to LPN Instructors by seniority on a rotating basis. If no LPN Instructors accept the additional work, the work will next be offered to members of the bargaining unit who are qualified and if no qualified bargaining unit member is available, the Administration may hire a qualified instructor who is not employed by the Committee.

With prior approval of the Superintendent, teachers who agree to perform non-required work outside of the work year, as defined by the provisions of this Agreement, and are directly related to curriculum and/or services to students, shall be paid \$39 per hour, effective July 1, 2022 then will be increased to \$40 per hour effective July 1, 2023 and then will be increased to \$41 per hour effective July 1, 2024.

- I. All teachers shall, on a weekly basis, update student grades on the student information system. The weekly grades shall provide at least three (3) documented criteria as determined by the teacher. The Committee shall provide training on the student information system during professional development days.
- J. Competency Tracking: Technical Teachers will utilize the Competency Tracking System provided by the District as follows:
 - 1. Effective September 2022, Technical Teachers shall complete competency tracking for their students once per term.
 - 2. The competency tracking will assess Strand 2 only.

Article XX
Professional Development and Educational Improvement

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

In an effort to encourage and support the professional development of the educators of the Upper Cape Cod Regional Technical School, the Committee agrees to reimburse teachers for the costs associated with taking courses at accredited colleges or universities.

- 1. Members are eligible for reimbursement up to a maximum of the costs (including mileage reimbursement) associated with taking a graduate level three (3) credit course at the University of Massachusetts Boston. The rate of reimbursement in each contract year shall be the rate effective on April 1st preceding the contract year.
 - 2. Reimbursement shall be provided upon the presentation of evidence of receipts for the costs and the successful completion of the course which shall be a grade of “B-“ or better. In the event that no grade is issued, reimbursement shall be provided upon the presentation of evidence of receipts for the costs and of successful completion of the course.
- B. All members of the Bargaining Unit must take adequate coursework and/or professional development necessary to meet the Massachusetts Department of Elementary and Secondary Education’s requirements in order to maintain teacher licensure.

Article XXI
General

- A. No teacher shall be disciplined or discharged without just cause. This provision is not intended by the parties to restrict in any manner the statutory rights of the Superintendent relative to teachers without professional teaching status or its statutory rights relative to teachers with professional teaching status. The Grievance Procedure or Arbitration provisions of this Agreement shall not be invoked by the Association in the event of the exercise by the Superintendent of the statutory powers relative to the teachers without professional teaching

status.

- B. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C. Both parties agree that they will not discriminate against any employee covered by this Agreement because of race, color, religious creed, national origin, ancestry, sex, gender identity, age, criminal record (inquires only), handicap (disability), mental illness, political affiliation, retaliation, sexual harassment, sexual orientation, active military personnel, and genetics.
- D. The Committee accepts the mandatory indemnification of teachers as provided in Chapter 258 of the Massachusetts General Laws.
- E. LPN Instructors who are required to travel to a second work site shall be reimbursed for all such travel at the prevailing IRS rate.

Article XXII Personal Injury Benefit

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

Article XXIII Parental Leave

- A. Parental leave shall comply with applicable State and Federal law. Except as otherwise extended by State or Federal law, a teacher shall be entitled to up to twelve (12) weeks of parental leave and will be entitled to the Sick Leave benefits of this Agreement to the extent she/he has unused accumulated Sick Leave; provided however, that such teacher shall give at least thirty (30) days written notice, which may be waived in extenuating circumstances, to the Superintendent indicating the anticipated date of departure and of the intended date of return

and such leave shall commence immediately following the birth or arrival in the home of the child to be adopted. Parental leave shall mean leave granted following the birth or adoption of the employee's child for the caring of the child. Upon completion of said leave such teacher shall be returned to the previous or similar position but only if other employees of equal service credit and status in the same or similar position have not been laid off due to the economic conditions or other changes in the operating conditions affecting employment during the period of such parental leave.

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

Article XXIV Teacher Employment

- A. Teachers with previous teaching experience in the Upper Cape Cod Regional Vocational-Technical School District, if rehired, will upon returning to the system receive full credit on the Salary Schedule for all outside teaching experience. Teachers who have not been engaged in teaching on a full-time basis, will, if rehired, upon returning to the system be restored to the next position on the Salary Schedule above that which they left.
- B. Upon initial employment, full credit not to exceed 12 years on Level I of the Salary Schedule may be given only for previous teaching or related experience unless the educational requirements of higher levels have been met.
- C. An employee covered by this Agreement who intends to resign must provide the Superintendent a written notification to do so at least thirty (30) calendar days prior to the effective date of the resignation.

Article XXV Sabbatical Leave

- A. The Committee may, upon recommendation of the Superintendent, grant a leave of absence for the purpose of study, to a member of the Bargaining Unit covered by this Agreement. If such a leave of absence is granted by the Committee, such leave shall be subject to the following conditions:
 - 1. Only one teacher may be entitled to be on said leave during a school year.
 - 2. Request for Leave under this Article must be received by the Superintendent, in writing, no later than November 1, of the school year next preceding the school year for which the request is made.
 - 3. The teacher making such request must have completed at least seven (7) consecutive years in the Upper Cape Cod Regional Vocational-Technical School district prior to the commencement of said leave.
 - 4. If a teacher is granted a leave under this Article, he will be paid at fifty percent (50%) of the basic salary to which he/she would have been entitled had he/she not taken such leave, provided, however, that such pay when added to any grant or other compensation attendant to the program shall not exceed the regular basic rate

of pay.

5. Any leave taken under this Article shall be for a one-year period.
6. If a teacher is granted a leave under this Article, said teacher shall execute an individual agreement with the Committee which shall incorporate the provisions of this Article and the following:
 - a. The teacher agrees to return to the School System for a period twice the length of the leave.
 - b. The teacher agrees that if he does not fulfill the agreement set forth in Paragraph (a), above, he shall reimburse the Committee for the entire amount of any payment made to him by the Committee while he was on such leave.

Article XXVI
End of Service Sick Leave Buyback

- A. Employees with at least ten (10) consecutive years of service in the Upper Cape Cod Regional Vocational Technical School District who notify the Superintendent in writing of his/her intention to terminate service in the school district for the purposes of retirement only will be eligible for sick leave buyback as follows:
 1. By January 15th of the school year prior to such termination taking effect, the employee shall be eligible to receive compensation based upon twenty percent (20%) of the subject employee's unused, accumulated sick leave at their per diem rate, total not to exceed \$12,000.00. For example, a teacher who intends to resign on June 30, 2020 must provide notice in writing to the Superintendent by January 15, 2019.or
 2. By October 15th of his/her intention to terminate service in the school district in June of the same school year, shall be eligible to receive compensation based upon twenty percent (20%) of the subject employee's unused, accumulated sick leave at their per diem rate, total not to exceed \$12,000.00 and said payment will be made on or about the following August 1st. For example, a teacher who intends to resign on June 30, 2020 must provide notice in writing to the Superintendent by October 15, 2019 and payment will be made on or about August 1, 2020.or
 3. If the employee fails to provide written notices as set forth in 1 or 2 above, and notifies the Superintendent in writing of his/her intention to terminate service in the school district at least thirty (30) days prior to the effective date of termination the employee shall be eligible to receive compensation based upon fifty percent (50%) of the subject, employee's unused, accumulated sick leave at the per diem rate of \$50.00, total not to exceed \$3,000.00.
- B. The parties agree that approved leaves of absence shall not break consecutive years of

service as used herein.

Article XXVII Seniority and Reduction in Force

A. In the event the School Committee determines to reduce the number of employees covered by Article I of the Collective Bargaining Agreement between the Committee and the Association, the following procedure for reduction in personnel will be followed:

1. If the Committee determines it is necessary to reduce the number of employees covered by the Collective Bargaining Agreement, it shall attempt to accomplish said reduction by attrition.
2. Teachers with professional teaching status shall not be laid off if there is a teacher without professional teaching status whose position the teacher with professional teaching status is qualified to fill.

3. **Definitions**

- a. **System Seniority:** Means a teacher's length of continuous service in years, months, and days in the Upper Cape Cod Regional School District commencing on the initial date of most recent employment as a full-time contracted employee in a classification covered by this Agreement (not date of appointment). Where the total number of years, months, and days are equal, seniority shall be determined by the greater attainment of one of the teachers involved.
- b. **Departmental Seniority:** Means the length of service in years, months and days in a department in the Upper Cape Cod Regional School District; provided, however, that a teacher shall be considered a member of a department for the purposes of this definition if the teacher has taught more than three (3) periods in a department for one school year immediately preceding the reduction in force. An employee covered by this Agreement shall retain departmental seniority in a department in which he/she served for a period not to exceed ten (10) years. (The purpose of the foregoing is to permit a teacher who is reduced from his/her present department to displace a teacher with lesser departmental seniority in the reduced teacher's former department.)
- c. **Attainment:** Means the degree status or level as described in Appendix A, the Basic Salary Schedule. In the event teachers are on the same level, then the teacher who has a greater number of credits toward the next higher level shall be the teacher with the greater attainment.
- d. **Evaluation:** Shall be that as determined by the Superintendent based on the Evaluation Instruments of the teachers in the departments affected; but, in no event shall such instruments considered be for more than three (3) school years immediately preceding the notice of layoff.

- e. **Qualified:** Means that the teacher: (a) is certified in the subject or department under consideration for the reduction in force; (b) has taught in that department three (3) periods per day for at least one (1) school year of the preceding six (6) year period in the Upper Cape Cod Regional School District.
 - f. **Lay-Off:** Means an unpaid leave of absence of sixteen (16) months commencing from and pursuant to a Reduction in Force.
 - g. **Re-Call:** Means the right to return to service during the sixteen (16) month lay-off period.
 - h. **Seniority Lists:** Shall mean two (2) lists specifying the order of seniority of each person covered by this Agreement as to their System Seniority and Departmental Seniority. Said lists shall be prepared by the Committee and the Association by October 1 of each school year. The Association shall promulgate the seniority lists to each such employee within ten (10) calendar days after receipt of said lists from the Committee.
 - i. **Departments:** Shall mean Automotive Collision Repair Technology, Automotive Technology, Carpentry, Cosmetology, Culinary Arts, Electrical, Engineering Technology, English, Environmental Technology, Health Office, Health Technology, Heating, Ventilation and Air Conditioning, Horticulture, Information Technology, Marine Technology, Mathematics, Media/Library, Physical Education, Plumbing and Heating, Practical Nursing, School Counseling, Science, Social Studies, Special Education, and Veterinary Science.
4. In the event a reduction cannot be accomplished pursuant to sections 1 and/or 2 above, and a teacher with professional teaching status must be laid off, the Superintendent shall notify, in writing, the teacher to be laid off within the affected department in accordance with both job performance and the best interest of the students. A teachers' job performance and a student's best interest shall be defined as the teachers past summative overall evaluation ratings as compared to other teachers past summative overall evaluation ratings in the discipline targeted to be reduced. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline. Ties in this determination shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.
5. Each of the foregoing factors shall be weighted equally.
- a. An employee covered by this Agreement, who has been notified by certified mail that he/she is to be laid off pursuant to this Article, may, within seven (7) calendar days of said notification inform the Superintendent, by certified mail, that he/she wishes to displace an employee within a department in which the displacing employee has greater system-wide seniority and whose position the displacing employee is qualified to fill. The formula used in determining the original lay-off will again be used in determining the rights of the displacing teacher and the teacher to be displaced.

- b. When an employee covered by the Collective Bargaining Agreement who has been laid off in accordance with the provisions of this Reduction in Force procedure, said employee shall be placed on a recall list for a period of sixteen (16) calendar months from the effective date of the layoff. If not recalled during said period, the employee shall be dismissed. An employee placed on recall in accordance with the provisions of this Article shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of his/her lay-off; provided, however, that the employee pays the entire cost of said insurance in advance of the premium due; and there shall be no contribution by the Committee for such employee's insurance.
- c. During said recall period, employees laid off under this paragraph shall be given priority on the substitute list. Employees must indicate in writing their agreement to perform substitute work at the substitute's daily rate of pay. In the event of refusal to perform substitute's work, this section of the Agreement becomes inoperative until the teacher advises the Superintendent in writing that he/she is available for substitute work.
- d. The employee, during the period of recall, shall inform the Superintendent of Schools of his/her current mailing address and any other circumstances which could affect his/her recall status.
- e. In the event that the Committee determines to re-establish the eliminated positions, or in the event that other vacancies occur which the Committee decides to fill, then employees who have been placed on lay-off status who are qualified for the available position and who are in recall status shall be notified by certified mail that such a position is available. The employees so notified shall, within fourteen (14) calendar days, from the date of the receipt of the notice, respond in writing, by certified mail, of their intention to return or not to return to the school system. Upon the expiration of said fourteen (14) calendar days, if the superintendent has not been notified by said employee, or if the employee has given notice of his/her intention not to return, then in such event, said employee shall terminate the leave of absence and the employee shall be considered to have resigned from the school system.
- f. The Superintendent shall assign the most senior qualified employee among those notified in paragraph (f) to the available position, provided said employee was placed on lay-off from the department of the position and provided said employee has complied with the provisions of paragraph (f). If among those notified in paragraph (f) there is no employee who was teaching in the department of the position immediately prior to being placed on lay-off, the Superintendent shall assign the most senior qualified employee among those notified in paragraph (f) who have taught in the department of the position in the Upper Cape Cod Regional School District, provided the employee has complied with the provisions of paragraph (f). Those employees who have complied with paragraph (f) above and who have not been assigned in accordance with paragraph (g) above shall continue in recall status consistent with paragraph 5(b) above.

- g. In the event of a lay-off pursuant to this Agreement, no duties performed by members of the Bargaining Unit may be performed by persons not in the Bargaining Unit except to the degree consistent with the practices in effect on the effective date of this Agreement.
- 6. Employees recalled and returned to active service pursuant to the provisions of this Reduction In Force procedure shall be credited with all previously accrued time in the Upper Cape Cod Regional School District for the purposes of placement on the Salary Schedule and any previously accrued, unused sick leave upon return to active service.
- 7. The School Committee and Association agree that for the purposes of this Agreement, grievances arising hereunder shall be processed in accordance with the Grievance Procedure of the Collective Bargaining Agreement between the Association and the Committee.
- 8. The foregoing procedure for Reduction In Force shall apply solely to full-time teachers with professional teaching status covered by the Collective Bargaining Agreement.

**Article XXVIII
Protection**

- A. Inappropriate forms of communication, including but not limited to bullying, demeaning, sarcastic or unprofessional comments with/to a staff member will not be tolerated. In addition, no administrator shall demean, bully, reprimand or otherwise speak about a personal or professional matter regarding a staff member to another staff member or in the presence of another staff member or in any public forum.
- B. Teachers will immediately report in writing to the immediate supervisor of the person against whom the complaint is being filed.

**Article XXIX Jury
Duty**

Employees shall be granted leave of absence without loss of pay when called for jury duty. The employee shall receive the difference between jury duty pay and the regular daily rate of pay.

**Article XXX
Military Leave**

If a teacher's annual military service leave, for annual unit training usually for a period of two (2) weeks occurs during the school year, the Committee will make up one-half (1/2) the difference between the amount paid by the military and the teacher's salary in the event the teacher's salary exceeds the per diem rate paid by the military.

Any employee who is a member of a reserve component of the Uniformed Services of the United States or of the State National Guard will be granted leave in accordance with applicable federal and

state law.

**Article XXXI
Longevity**

Longevity compensation shall be paid as follows:

10-15 consecutive years of employment:	\$1,000
16-20 consecutive years of employment:	\$1,500
21-24 consecutive years of employment:	\$2,000
25+ consecutive years of employment	\$2,500

The above longevity stipends are non-cumulative. Such payments shall be made in a lump sum during the first pay period in December, each year.

**Article XXXII
Duration Clause**

The provisions of this Agreement, unless specifically stated otherwise, shall be effective as of July 1, 2022 and shall remain in full force and effect until June 30, 2025, and thereafter unless and until changed by mutual agreement. Either party to this Agreement may give written notice to the other party by October 1, 2024 or by October 1 of any subsequent year of its intention to negotiate changes in this Agreement.

In Witness Whereof, we set our hands on this the _____ day of _____, 2022.

Upper Cape Cod Regional Vocational-
Technical School District Committee

Upper Cape Cod Regional Vocational-
Technical School Teachers' Association

Appendix A – Salary Schedules

FY23 2%

Academic	B	B+18	M	M+15	M+30	2 nd M, CAGS
Vocational	Provisional	Professional	60 towards B	90 towards B	B	M
Step						
1	52,798	54,859	56,231	57,941	59,655	61,263
2	54,516	56,577	57,941	59,655	61,377	62,981
3	56,231	58,293	59,655	61,377	63,079	64,687
4	58,967	61,014	62,412	64,104	65,831	69,260
5	61,885	63,944	65,310	67,028	68,745	70,355
6	64,800	66,851	68,227	69,944	71,657	73,263
7	67,722	69,771	71,156	72,862	74,738	76,344
8	70,632	72,691	74,052	75,942	77,823	79,434
9	73,533	75,594	77,147	79,017	80,907	82,515
10	76,464	78,512	80,224	82,123	84,232	85,840
11	79,372	81,427	83,323	85,197	87,085	88,691
12	86,891	89,057	90,525	91,200	93,013	94,787
13	87,989	90,156	92,094	94,270	96,418	98,124

FY24 2.25%

Academic	B	B+18	M	M+15	M+30	2 nd M, CAGS
Vocational	Provisional	Professional	60 towards B	90 towards B	B	M
Step						
1	53,986	56,093	57,496	59,245	60,997	62,642
2	55,743	57,850	59,245	60,997	62,758	64,398
3	57,496	59,605	60,997	62,758	64,498	66,143
4	60,294	62,387	63,816	65,546	67,312	70,818
5	63,278	65,383	66,779	68,536	70,292	71,937
6	66,258	68,355	69,762	71,518	73,269	74,911
7	69,246	71,341	72,757	74,501	76,420	78,062
8	72,221	74,327	75,718	77,651	79,574	81,221
9	75,187	77,295	78,882	80,795	82,728	84,372
10	78,185	80,279	82,029	83,971	86,127	87,772
11	81,158	83,259	85,198	87,113	89,044	90,687
12	88,846	91,061	92,562	93,252	95,106	96,919
13	89,969	92,184	94,166	96,392	98,587	100,332

FY25

2.50%

Academic	B	B+18	M	M+15	M+30	2 nd M, CAGS
Vocational	Provisional	Professional	60 towards B	90 towards B	B	M

Step

1	55,336	57,495	58,933	60,726	62,522	64,208
2	57,136	59,297	60,726	62,522	64,327	66,008
3	58,933	61,095	62,522	64,327	66,111	67,796
4	61,801	63,947	65,411	67,185	68,995	72,589
5	64,860	67,017	68,449	70,250	72,049	73,736
6	67,914	70,064	71,506	73,306	75,101	76,784
7	70,977	73,124	74,576	76,364	78,331	80,013
8	74,027	76,185	77,611	79,592	81,563	83,251
9	77,067	79,227	80,855	82,815	84,796	86,481
10	80,139	82,286	84,080	86,070	88,280	89,966
11	83,187	85,340	87,327	89,291	91,270	92,954
12	91,067	93,338	94,876	95,584	97,483	99,342
13	92,218	94,489	96,520	98,801	101,052	102,840

Appendix B

Coaches	FY23	FY24	FY25
Athletic Director			
Step I	6814	6967	7141
Step II	7975	8155	8359
Step III	9135	9341	9574
*Group A			
Step I	6285	6427	6587
Step II	6854	7009	7184
Step III	7423	7590	7779
*Group B			
Step I	4858	4968	5092
Step II	5103	5218	5348
Step III	6019	6154	6308
*Group C			
Step I	2915	2981	3055
Step II	3263	3336	3420
Step III	3611	3692	3784
*Group D			
Step I	4770	4877	4999
Step II	5581	5707	5850
Step III	6394	6538	6702
*Group E			
Step I	2915	2981	3055
Step II	3263	3336	3420
Step III	3611	3692	3784
*Group F			
Step I	2915	2981	3055
Step II	3263	3336	3420
Step III	3611	3692	3784

<u>Group A</u>	<u>Group B</u>	<u>Group C</u>	<u>Group D</u>	<u>Group E</u>	<u>Group F</u>
Head Football	Boys' Soccer	Girls' Soccer	JV Coaches	Asst. Football	Golf
	Volleyball	Baseball			Freshmen Coaches
	Boys' Basketball	Girls' Basketball			
	Softball	Cross Country			
	Cheerleading	Hockey			

Advisors (oversee students)	FY23	FY24	FY25
Athletic Liaisons			
Hockey Team	873	893	915
Wrestling Team	873	893	915
Tennis Team	873	893	915
Class Advisors			
Freshmen	925	946	970
Sophomores	925	946	970
Juniors	1233	1261	1292
Seniors	1850	1892	1939
Club Advisors			
Academic Decathlon	873	893	915
Art Club	873	893	915
Book Club	873	893	915
Chess Club	873	893	915
Computer Club	873	893	915
Drama Club (1 play)	1344	1375	1409
Drama Club (additional play)	547	559	573
ELL	?	?	

Future Farmers of America (2)	1344	1375	1409
GSA	873	893	915
Interact Rotary Club	873	893	915
Literacy Magazine	873	893	915
Math Club	873	893	915
Multicultural Club	873	893	915
Music Club	873	893	915
National Honor Society	1344	1375	1409
Non-Traditional	1344	1375	1409
Renai ssance Club	873	893	915
Robotics Club	873	893	915
SAD	873	893	915
School Newspaper (per issue/4 max)	807	825	846
Science Club	873	893	915
Skills USA (2)	3104	3174	3253
Student Council	1882	1924	1972
Transition Counselor	3570	3650	3742
Yearbook (2)	4839	4948	5071
Cooperative Education			
Technical Education Advisor	3550	3629	3720

Additional per student over five	710	726	744
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Appendix B

Co-curricular Activities (oversee faculty)	FY23	FY24	FY25
Department Chairs			
English	1637	1673	1715
Math	1637	1673	1715
Social Studies	1637	1673	1715
Science	1637	1673	1715
History/Business	1637	1673	1715
Computer/Health/PE	1637	1673	1715
Portfolio Committee Chair	1008	1030	1056
Portfolio Committee Members (2)	672	687	704
Prof. Dev. Committee Chair	1008	1030	1056
Prof. Dev. Committee Members (2)	672	687	704
Senior Project Committee Chair	1008	1030	1056
Senior Project Committee Members (2)	672	687	704
Teacher Leaders			
English	5100	5215	5345
Math	5100	5215	5345
Science	5100	5215	5345
School Counseling	5100	5215	5345
Social Studies	5100	5215	5345
Teacher Mentors (2)	2017	2062	2113
Title I	2688	2748	2817