

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PIONEER VALLEY PERFORMING ARTS CHARTER PUBLIC SCHOOL

AND

INTERNATIONAL UNION and UAW, LOCAL 2322

September 1, 2020

TO

June 30, 2023

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ARTICLE 1
PREAMBLE

This Agreement entered into by the UAW International and Local 2322 and the Pioneer Valley Performing Arts Charter Public School, hereinafter referred to as the “Union” and the “School,” “PVPA,” or “Employer,” respectively, has as its purpose the establishment of the hours, pay, benefits, and other conditions of employment for teachers and staff of PVPA in order to foster harmonious labor relations.

ARTICLE 2
RECOGNITION

01. In accordance with the certification of the Commonwealth of Massachusetts Department of Labor Relations dated February 8, 2018, Pioneer Valley Performing Arts Public Charter School (“Employer”) recognizes the International Union (United Automobile, Aerospace, and Agricultural Implement Workers) and UAW Local 2322 (individually and collectively “Union”) as the sole and exclusive bargaining representative for:

All full-time and regular part-time teachers, department leaders, mentor teachers, advisory coordinators, school psychologist/mental health team leaders, school counselors, adjustment counselors, theater technicians, diversity coordinators, advisory coordinators, nurses, library media specialists, paraprofessionals, therapeutic paraprofessionals, speech & language pathologists and SLP assistants, instructional support professionals, English language learner program coordinator, reading specialists, and substitute teachers (but excluding per diem substitute teachers); and

EXCLUDING All full-time and regular part-time administrative employees including marketing coordinators, student information systems data managers, administrative assistants, admissions coordinators, accounting & HR assistants, production coordinators, lunch delivery, Assessment Coordinator, Community Outreach/Alumni Director, After Hours Security, Enrollment/Communications Coordinator, Student and Family Engagement Coordinator; the Executive Director, Chief Financial Officer/Human Resources Director, Director of Student Services, Technology Director, Facilities Manager, Dean of School Culture, Director of Arts and Academics, Director of Teacher Development, Facilities Manager and all supervisory, managerial, confidential and casual employees.

02. The Employer shall provide the Union with at least five (5) business days’ notice prior to posting any new title and shall provide the Union with a copy of the title description.
- (a) If the parties agree that the new title is in the bargaining unit on the Unions’ request, PVPA will bargain over any subjects of bargaining relating to the title that are not already addressed by this Agreement.
 - (b) If PVPA believes the title is not in the bargaining unit, on request, PVPA will provide the Union with relevant information about the title. If the Union believes the title should be in the bargaining unit, the parties will make a good faith effort to reach agreement on the bargaining unit status of the title. If the parties are unable to agree,

the Union may seek clarification on the status of the title from the Department of Labor Relations.

ARTICLE 3
DEFINITIONS

01. The term “professional educator” as used in this Agreement, shall refer to bargaining unit members in positions that would, if employed in a non-charter public school, be required to hold a DESE-issued license.
02. The term “employee” as used in this Agreement, shall refer to bargaining unit members covered by this Agreement, unless otherwise specified.

ARTICLE 4
NON-DISCRIMINATION AND EQUAL OPPORTUNITY

01. PVPA employees are entitled to work in an atmosphere of dignity and mutual respect, free of discrimination of any kind.
02. PVPA shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, ethnicity, gender, gender identity or expression, sexual orientation, marital status, genetic information, national origin or ancestry, age, religion, disability, veteran or military status, or union affiliation or lack thereof, or based on membership in any other legally protected classification.
03. PVPA will reasonably accommodate employees with disabilities, provided the individual is otherwise qualified to perform the essential functions of the job.

ARTICLE 5
SEXUAL AND OTHER HARASSMENT

01. PVPA employees have the right to work in an atmosphere free from all forms of harassment from co-workers, supervisors or managers, Board members, students or family members, or consultants, contactors or vendors of PVPA or any other individuals working or visiting PVPA. This prohibition covers conduct occurring in the workplace and in any work-related setting.
02. Definition of sexual harassment
 - (a) Sexual harassment includes, without limitation, sexual advances, requests for sexual favors and conduct, whether verbal or physical, of a sexual nature when:
 - (1) Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or a basis of any employment-related decision; or

- (2) Such advances, requests or conduct has the purpose or effect of unreasonably interfering with an individual's work by creating an intimidating, hostile, humiliating or offensive environment; or
- (b) Sexual harassment includes direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits, such as favorable reviews, pay increases, promotions, increased benefits, or continued employment.
- (c) Sexual harassment includes any sexually oriented conduct which is unwelcome and, whether intentional or not, has the effect of creating an environment that is hostile, offensive, intimidating or humiliating, without regard to the gender or gender identity of the target.

03. Definition of Other Harassment

Other harassment prohibited by this Article includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual due to any legally protected classification whether of that individual or of anyone associated with that individual, which:

- (a) Has the purpose or effect of creating an intimidating, hostile or offensive work environment;
- (b) Has the purpose or effect of unreasonably interfering with an individual's work;
- (c) Otherwise adversely affects an individual's employment opportunities.

04. Procedures

- (a) PVPA will conduct an investigation of any complaint of harassment involving a bargaining unit member, and take corrective action when a complaint is determined to be substantiated.
- (b) Complainants are encouraged where appropriate to inform the accused, either directly or through a third party, that the behavior in question is offensive and unwelcome. Failure on the part of an employee to do so shall not preclude resort to the procedures in this Article.
- (c) A harassment complaint may be made, verbally or in writing, to any PVPA supervisor. If the accused is the Executive Director, the complaint may also be made to the President of the Board of Trustees.
- (d) A bargaining unit member who is a complainant, witness or accused may, at their option, be accompanied by a union representative at any meeting or stage of this process, provided that, while the investigation is pending, union representatives will maintain the confidentiality of information disclosed during any investigatory interviews. Such information may be shared with other union representatives and attorneys on a need to know basis.

- (e) PVPA will not retaliate against any employee who reports or participates in an investigation.
- (f) To the extent possible, PVPA will honor the request by a complainant or witness to remain anonymous. However, it is understood that such information may be disclosed to the Union if requested and relevant to a related contract enforcement action by an involved bargaining unit member.
- (g) Complaints and information related to complaints shall be accessible to PVPA administrators and Board members on a need to know basis only. The substance of a complaint and identity of any bargaining unit member who is a complainant, accused or witness shall not be disclosed publicly and shall not be disclosed by PVPA, its agents or representatives to any third party (other than as part of the grievance/arbitration process or external legal process, unless authorized by the affected party/ies or required by law.) This section is not intended to limit the Union's right to information pursuant to M.G.L. c. 150E.
- (h) Disciplinary action against a bargaining unit member taken pursuant to this Article shall be subject to Article 19, Discipline/Discharge.

ARTICLE 6
UNION REPRESENTATION

- 01. Authorized representatives of the Union shall be permitted to visit the School for the purpose of administering the Agreement, investigating working conditions and addressing disputes. Union representatives will not interfere with the Employer's operations and will comply with all Employer reasonable rules and regulations generally applicable to School visitors.
- 02. Meetings: The Union shall be permitted the use of space at PVPA for meetings, subject to generally applicable School policies and practices for the reservation and use of such space.
- 03. The Union shall be provided with a bulletin board located in the staff room for the purpose of posting information for bargaining unit members. Postings shall not contain profane, obscene, or disparaging material, provided this is not intended to interfere with speech or communication protected by M.G.L. c. 150E. The Union shall be permitted to disseminate information to unit members via employee mailboxes and via the School email system.

04. Unit Representatives

The Union will notify PVPA in writing of its designated unit representatives. Unit representatives shall be released without loss of pay to represent bargaining unit members in investigatory and grievance meetings with school representatives.

05. Union Leave

The Union shall have an aggregate of three (3) days of unpaid leave annually which may be used by any employee(s) designated by the Union for attendance at union training,

conferences or similar events. The procedures for scheduling the use of this leave shall be the same as the procedures for scheduling PTO.

06. Bargaining Unit Information

PVPA will provide the Union with a list of all bargaining unit employees at the beginning of each school year, with the following information for each employee:

- (a) Position/title;
- (b) Starting date;
- (c) % of FTE;
- (d) Home address, phone and email address
- (e) Rate of pay

PVPA will update this information whenever a new employee is hired. This provision is not intended to waive or limit the Union's right to request any other information to which it may be entitled pursuant to M.G.L. c. 150E.

ARTICLE 7
UNION SECURITY

- 01. All PVPA employees covered by this Agreement have the freedom of choice whether or not to become or remain a member of the Union.
- 02. The Union shall have the exclusive right to the deduction and transmittal of union dues and fees by the employer on behalf of PVPA employees covered by this Agreement. Local 2322 shall certify to PVPA its membership dues rates and the amount of the initiation fee for membership.
- 03. PVPA shall deduct and remit to the Union an initiation fee¹ and union dues deducted from each paycheck of each employee who provides authorization for such deductions and such other fees as may be established by the Union pursuant to state law. Such authorization shall be made in writing, either in hard copy or electronically.
- 04. The parties recognize that the authorization of the Union to receive payroll deductions is an agreement between the Union and its members. PVPA will honor check-off authorizations unless they are revoked by written notification to the Union in accordance with such lawful procedures as may be promulgated by the Union. Such revocation shall forthwith be communicated by the Union to PVPA.
- 05. Dues deductions and the one-time initiation fee will begin with the first pay check issued by the employer after receipt of the notice of the employee's authorization that is issued at least seven (7) days after the date of receipt of the notice.
- 06. Within one week after each payroll period in which the employer deducts dues and/or fees under this Article, the employer shall remit to Local 2322 the total dues and fees deducted

¹ Waived for employees who become members within 30 days of the effective date of this Agreement.

under this Article, together with a list of all dues/fee-paying bargaining unit employees, and for each such employee, their total pay for the payroll period and the amount of dues and fees deducted from them.

07. The Union shall indemnify the employer for any liability or damages incurred by the employer in compliance with this Article.
08. The Union shall have the right to conduct a thirty (30) minute orientation annually during the first five (5) teacher work days. PVPA will give the Union reasonable advance notice of the date and time scheduled for the orientation. The Union will be afforded a thirty (30) minute individual orientation during non-teaching time for new employees who are hired after or are unable to attend the beginning of year orientation session.
09. Employee appointment forms will include this statement: “The position you have been offered is covered by a collective bargaining agreement between the International Union, UAW, Local 2322, and PVPA, which governs your hours, pay, benefits and working conditions” and will provide an on-line link to the current collective bargaining agreement.

ARTICLE 8

BARGAINING UNIT WORK

01. Bargaining unit work is defined as the regular work duties and responsibilities performed by members of the bargaining unit. Bargaining unit work shall not be performed by non-bargaining unit personnel, except as provided in this Article or otherwise expressly provided in this Agreement. This provision shall not be construed to preclude supervisors or administrators from performing incidental bargaining unit work (including teaching classes from time to time) consistent with established past practice or in emergencies.
02. PVPA may hire temporary employees to substitute for bargaining unit members who are absent or on leave. Where an employee is hired to substitute for a continuous period of a duration equal to or greater than one semester, that employee shall be covered by all provisions of this Agreement except where expressly provided elsewhere in this Agreement, except that such employees shall not have the right to grieve or arbitrate termination upon the return of the employee on leave and shall not be subject to Articles 17, Performance Evaluation (Educators), Article 18, Performance Evaluation (Non-Educators), or eligible to receive Life, Accidental Death and Dismemberment, Short-Term Disability or Long-Term Disability Insurance under Article 15. Temporary employees shall be laid off prior to any permanent employees, unless they have unique qualifications such that their layoff would negatively affect PVPA’s ability to maintain operations or to provide essential course offerings or curricula.
03. The School may hire temporary employees to fill a vacant bargaining unit position while an active search for a qualified permanent replacement is underway.
04. PVPA will notify the Union when it intends to hire a temporary employee.
05. PVPA shall be permitted to contract out bargaining unit work when there are no qualified bargaining unit members available to perform the work; and

- (a) The work is of a specialized nature such that PVPA is not able to hire a qualified employee; and/or
- (b) The work is of an intermittent nature (such as occasional graphic art work in connection with PVPA performing arts productions).

ARTICLE 9
MANAGEMENT RIGHTS

01. The School will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise all the powers authority and prerogatives of management, subject to the terms of this Agreement. The rights of the School shall include, but are not limited to, the following:
- a. to direct and conduct the educational affairs of the School, its programs and departments;
 - b. to direct and control all the operations and services of the School;
 - c. to determine the organization, location and the number of employees of the School
 - d. to hire, appoint and promote employees, including the determination of qualifications and requirements for the position or promotion;
 - e. to direct, train, supervise, and evaluate employees consistent with Articles 17, Performance Evaluations (Educators) and Article 18, Performance Evaluations (Non-educators);
 - f. to conduct mandatory professional improvement programs for employees;
 - g. to develop, evaluate and determine the educational curriculum;
 - h. to schedule and assign classes and courses, including the cancellation of same;
 - i. to determine the level of student competency;
 - j. to determine and change job descriptions, subject to bargaining over material changes;
 - k. to determine class size, subject to faculty input;
 - l. to institute technological changes or to revise processes, systems or equipment from time to time;
 - m. to create new job positions and titles;
 - n. to increase, diminish, change or discontinue operations in whole or in part;
 - p. to assign, or reassign, duties and job tasks including the change of duties and job tasks from time to time, provided such duties are consistent with the employee's job and other provisions of this Agreement that relate to the assignment of duties;
 - r. to enforce work hours, including the setting or modification of the daily and yearly school and class schedule, subject to Article 12, Hours and Scheduling;

- s. to grant and schedule leaves in accordance with Articles 20 through 28, and to place employees on paid administrative leave;
 - t. to discipline or discharge employees in accordance with Article 19, Discipline/Discharge;
 - u. to layoff employees, consistent with Article 33, Layoff/Recall;
 - w. to relieve employees due to the incapacity to perform duties;
 - x. to determine the care, maintenance and operation of the equipment and property used for and on behalf of the School;
 - cc. to alter, add to or eliminate existing methods, equipment facilities or programs; and
 - ff. to determine whether goods should be leased, contracted or purchased;
 - hh. to establish and administer reasonable rules, regulations, policies and procedures provided these are not inconsistent with the provisions of this Agreement. Except in an emergency, PVPA shall give the Union reasonable advance notice before issuance and, upon request, will meet and confer regarding same. PVPA shall also give affected employees reasonable advance notice of the issuance of a new rule, regulation, policy or procedure.
02. During an emergency, the School will have the right to take any action necessary to prevent imminent harm to health, life or school property notwithstanding any contrary provisions of this Agreement.
03. The failure of PVPA or the Union to insist in any one or more instances upon performance of any of the terms or conditions of the Agreement will not be considered as a waiver or relinquishment of the right of PVPA or the Union to future performance of any such terms or conditions, and the obligations of PVPA and the Union to such future performance will continue in full force and effect. Any agreement between PVPA and the Union to add, delete or modify any provision of the Agreement must be made in writing and signed by both parties.

ARTICLE 10
LABOR MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee dedicated to the ongoing collaboration between labor and management. The committee shall be comprised of two to four representatives of labor, to be selected by the Union, and two to four representatives of management, to be selected by management.

The Labor-Management Committee shall meet monthly, but may meet more frequently as the Committee representatives agree.

The labor and management representatives, respectively, shall provide the other team's representatives with agenda items they intend to discuss at least 48 hours prior to a scheduled Committee meeting. If neither team provides any agenda items to the other team, the meeting shall be deemed to have been cancelled unless the parties agree otherwise.

ARTICLE 11
GRIEVANCE AND ARBITRATION

01. A grievance is an allegation or complaint by a grievant that there has been a violation, misinterpretation or improper application of this Agreement. A grievance may be initiated by an employee or by the Union for an employee or a group of employees or the Union itself.
02. PVPA and the Union share the objective of encouraging the prompt and fair resolution of grievances in the interest of maintaining labor-management harmony at PVPA. The parties agree to make available to one another all known relevant facts relating to the dispute in order to facilitate the earliest possible settlement of grievances. A grievance may be settled by the parties at any stage of the process with or without precedent.
03. The procedures described in this Article shall not be construed to in any way impair or limit the right of any bargaining unit member to utilize any other remedy or proceeding existing under federal or state law.
04. Grievances shall be submitted in writing, shall identify the grievant, the act, omission or other matter being grieved, the basis of the grievance and the remedy being requested.
05. The time limits included in this Article are considered maximums unless extended by mutual agreement in writing. For purposes of this Article, a business day shall mean Monday through Friday, excluding holidays. If any deadline falls on a weekend or contractual holiday, the due date shall be the next regular PVPA business day. All time periods in this Article may be waived or extended by agreement of the parties memorialized in writing. A request for an extension to accommodate vacation or other personal commitments shall not be unreasonably denied. Failure of the School to respond within the time allowed will permit the grievant to proceed to the next step of the grievance procedure.
06. No reprisal of any kind shall be taken against any bargaining unit member because of the filing of a grievance and/or participation or non-participation in the grievance procedure.
07. STEPS

Step 1: A grievance must be submitted in writing within fifteen (15) business days of the date that the grievant knew or reasonably should have known of the facts giving rise to the grievance to the PVPA representative responsible for the decision, action or other matter being grieved. The PVPA representative shall meet with the grievant and the Union representative within five (5) business days of the date the grievance was submitted. The PVPA representative will deliver a written response to the grievance by no later than five (5) business days following the meeting.

Step 2: If not satisfied by the Step 1 response, the grievant/Union shall have fifteen (15) business days to submit the grievance to the Executive Director. If the Step 1 School representative was the Executive Director, the grievance shall be submitted Step 3. The Executive Director shall meet with the grievant and Union representative within five (5) business days of the date of the grievance was submitted and shall deliver a written

response to the grievance by no later than five (5) business days following the meeting. Union grievances and grievances concerning suspensions or terminations may be initiated at Step 2.

Step 3: If not satisfied by the Step 2 response, the Union shall have thirty (30) calendar days from receipt of PVPA's response to file a demand for arbitration. If PVPA fails to provide a written response at Step 2, the Union's arbitration demand shall be filed no later than sixty (60) calendar days from the date that PVPA's response was due.

08. Arbitration Procedures

- (a) The selection of an arbitrator, and conduct of the arbitration, shall be in accordance with the rules and regulations of the American Arbitration Association.
- (b) All costs of the arbitration, exclusive of those incurred by each party in preparing and presenting its case, shall be divided equally between the parties. The cost of a stenographic record shall be borne by the party requesting it, except that if the other party requests a copy, the cost shall be divided equally between the parties.
- (c) Grievants and bargaining unit witnesses shall be released without loss of pay for their attendance at the arbitration. If the grievance involves a class of grievants, no more than two (2) representative grievants at any time shall be released without loss of pay. Witnesses will only be released for the period of their testimony.
- (d) The arbitrator shall be without authority to add to, subtract from or modify the terms of this Agreement, and may only determine such issues as may be properly submitted to him or her by the parties. The arbitrator's decision shall not be contrary to state or federal law. The arbitrator's decision shall be final and binding on both parties.

ARTICLE 12 **HOURS AND SCHEDULING**

01. Definitions

The following definitions shall govern for purposes of this Article:

- (a) School days: Days that all enrolled students are expected to be in attendance.
- (b) Work days: days that employees are scheduled to work.

02. School Calendar

The school calendar consists of one hundred and eighty (180) school days plus additional work days for academic year employees as specified in this Article, and other dates of significance to the school community. By no later than February 1, PVPA will post a tentative school calendar for the next school year. The Union shall have two (2) weeks from receipt to submit feedback. The parties will meet and confer on the request of either party to discuss any concerns. The calendar shall be finalized by March 1, provided that

PVPA shall have the right to amend the calendar thereafter to address unforeseeable circumstances or where the calendar was based on information understood to be subject to change. PVPA will notify the Union and meet and confer with the Union on request before implementing such amendments.

03. Work Year

The work year for a normal, full-time academic year position runs from August to June and includes one-hundred and eighty (180) school days plus additional non-school work days as specified in this Article. Part-time employees may work fewer than the number of days specified in this section.

04. Work Day/Work Week

(a) The regular full-time work week is Monday through Friday, during the hours listed herein:

- (1) Instructional Support Professionals, Paraprofessionals and Therapeutic Paraprofessionals, and Permanent Substitute Teachers: 38.6 hours, corresponding with regular hours of attendance for PVPA students;
- (2) Library Media Specialist: 39.5 hours scheduled between the hours of 7:30 am and 4:30 pm (Monday-Thursday) and 7:30 am-4:00 pm (Friday).
- (3) School Nurse: 39 hours, corresponding with the regular hours of attendance by PVPA students.
- (4) Teachers, counselors, school psychologists and all other Unit A employees not specified above: 32.5 hours between 8:30 am and 3:55 pm (Monday-Thursday) and 8:30 am to 4:15 pm (Fridays).

(b) Part-time employees

- (1) Part-time employees are hired to work a percentage of the regular full-time schedule for their job title. With the exception of teachers, part-time employee hours are prorated based on the full-time hours for their job title.
- (2) Part-time teachers are hired to teach a specified number of courses and perform related teacher responsibilities. Each course is equal to 20% of full-time. Part-time teachers are required to work pro-rata hours for school-related events and non-teaching work days, except where otherwise specified in this Article.

(c) Employees may, by mutual agreement with PVPA, work an alternative or flexible weekly schedule.

(d) Overtime

Employees who are not exempt from overtime pay under applicable law shall be compensated at the rate of one and a half (1.5) times their normal rate of pay for all hours actually worked beyond forty (40) hours in the work week, which begins Saturday at 12:00 am and ends on Friday, 11:59 pm. Overtime must be explicitly approved by a supervisor before being worked.

05. Weekly Master Block Schedule

- (a) PVPA operates on a weekly block schedule during the school year which currently consists of eight (8) class blocks (A through H). PVPA will attempt to minimize the number of teachers assigned to the “A-H, no B, no G” schedule. No teacher will receive an “A-H, no B, no G” schedule more than once every three years, unless the teacher agrees otherwise. Teachers with special scheduling needs must submit a written schedule request to administration for the following school year no later than January 31 that includes the reason for the request. Requests based on medical needs and requests based on productions with after school obligations will be given priority. The need to be able to meet students’ educational needs, as determined by administration, will determine which and how many schedule requests will be granted.
- (b) The regular work week for full-time teachers includes five class blocks and one preparatory block. The schedule for part-time teachers is based on the number of classes they were hired to teach, with each class being equal to 20% of full-time. Teachers who work a .8 schedule receive one full prep block. Teachers who work a .6 schedule receive two prep periods. Teachers who work a .4 schedule receive one prep period.
- (c) Part-time teachers will receive a schedule of consecutive blocks, unless the teacher requests a split schedule.
- (d) PVPA will provide each teacher with a preliminary block schedule by June 1. PVPA, however, may modify a teacher’s block schedule after this date.

06. Lunch/Breaks

- (a) All employees scheduled to work at least six (6) hours in a day shall have a duty free half hour lunch break, except as otherwise provided in this section.
- (b) The school nurse is required to remain on the school grounds during lunch in order to be available if needed to render care to a student. If called to duty during their lunch break, they may take the balance of their lunch break later in the day.
- (c) All teachers (including part-time teachers who are 60% or more of full-time) will be assigned no more than one (1) weekly lunch, or two morning breaks, or equivalent duty.

07. Additional Work Days for Academic Year Employees

Academic year employees are required to work the following days each year in addition to the one-hundred and eighty (180) school days.

(a) Professional Development and Curriculum Days

Professional development and curriculum days will be as follows:

1. New academic year employees (other than Paraprofessionals and Therapeutic Paraprofessionals) shall have eleven (11) and returning academic year employees other than paraprofessionals and therapeutic paraprofessionals shall have nine (9) professional development and curriculum work days, which shall run from 8:30 am to at 3:30 pm.
2. Two (2) of the professional development/curriculum days for new teachers and Instructional Support Professionals shall be orientation days during the week immediately preceding the first day of the school year. These days shall be followed by up to four (4) work days for both new and returning employees.
3. At least one (1) of the professional development/curriculum days shall immediately precede the start of the second school semester.
4. Paraprofessionals and Therapeutic Paraprofessionals shall attend up to three (3) professional development/curriculum days prior to the beginning of the school year.

(b) Parent-Teacher Conferences

There shall be a pair of half days in each semester during which students will be released early, and during which parent-teacher conferences will be conducted between 12:45 pm and 5 pm. Part-time teachers shall be required to participate in parent-teacher conferences on a pro-rata basis.

(c) Open House

Teachers and Instructional Support Professionals shall be required to attend one (1) evening events shall end no later than 8:30 pm. Instructional Support Professionals and part-time staff shall be required to participate on a pro-rata basis.

(d) School counselors shall work ten (10) non-school work days in addition to the professional development/curriculum days listed in paragraph 1 of this section. Scheduling of those days is determined by the counselors and their supervisor.

(e) Academic year employees may perform additional work for PVPA outside of the academic year by mutual agreement with the administration.

08. Other Scheduling Provisions for Teachers

- (a) Classroom teachers are required to be in the school building not less than fifteen (15) minutes prior to their first scheduled class and during their preparatory blocks.
- (b) In addition to lunch duty, full-time teachers may be assigned by the administration to any one (1) of the following regular school day duties, which shall be equitably distributed among teachers: grade meetings, open mic, community meeting.
- (c) One afternoon weekly, from 3:00 pm-4:15 pm, teachers who are at least 60% of full-time are required to attend staff or departmental meetings or other collaborative time unless released by the administration. Paraprofessional staff are not required but may opt to attend collaborative time.
- (d) In addition to the scheduled work hours described in this Article, teachers, in the fulfillment of their professional responsibilities, are expected to regularly perform other work off-site and outside of regular school hours, scheduled at their discretion, such as grading, class planning and student/family support.

09. Paideia

- (a) There shall be up to fourteen (14) total school days annually designated for Paideia, during which teachers shall design and teach or co-teach a full day or two half day courses. First year teachers will not be required to design and lead a Paideia course. When middle school classes are in session in the morning during Paideia, middle school teachers will be required to teach one half day session in the afternoon. There are no afternoon collaborative meetings for teachers during Paideia.
- (b) Paideia work schedules for part-time teachers:
 - 1. Part-time teachers who work less than 60% of full time will work regular hours supporting other teachers who are leading classes, but will not lead their own classes.
 - 2. Part-time teachers who work 60-80% of full-time: will be responsible for one (1) half day course daily plus lunch duty.

010. Emergency Cancellations and Delayed Openings

- (a) The academic work year may be extended by additional days to make up for weather-related and other emergency school cancellations up to June 30th.
- (b) The administration will notify employees by 6 AM or as soon as possible thereafter of a school day cancellation or delayed opening by robo-call outgoing voicemail message, notice to local news media, text message, email, or posting on social media or on the School website.
- (c) The parties may agree through the Labor Management Committee on a protocol to address disproportionate impacts on class time caused by excessive closures or

delayed openings and/or to explore the feasibility of methods of minimizing weather-related extensions of the school year.

ARTICLE 13
COMPENSATION

01. The salary matrix attached as Appendix A shall apply to all professional educators. The starting compensation rates for positions not on the salary matrix is as listed on Appendix B.
02. PVPA may offer a new employee at a rate of pay exceeding the starting rate for that position. It will notify the Union when this occurs (assuming the employee accepts) with a statement of the reason(s) for its decision.
03. For the purposes of this Article, tuition-based revenue be consistent with how that term is defined by the Commonwealth and shall not include non-recurring sources of revenue which includes, but is not limited, to grant funding (even if provided on a multi-year basis), gifts and donations or funding provided to assist the School through the COVID-19 pandemic.
04. **FY 2021.** Effective the first day of the 2020-2021 school year, the School will: (1) provide the employees listed on Appendix C, with the “equity steps” identified therein; and (2) provide all Matrix employees with a one-step advancement on the wage schedule (with those members who are at or above the top step receiving an increase of \$1,000) and non-Matrix employees with a 3% base wage increase. Such increases will be made retroactive to the first day of the school year for employees still employed by the School as of the date of ratification.
05. **FY 2022.** If the School’s final tuition-based revenue for the 2021-2022 School Year, as determined by the Commonwealth, exceeds the School’s final tuition-based revenue for the 2020-2021 School Year by at least 4%, the School will provide all Matrix employees with a one-step advancement on the wage schedule (with those members who are at or above the top step receiving an increase of \$1,000) and non-Matrix employees with a 3% base wage increase. Such increases will be made retroactive to the first day of the school year for employees still employed by the School when the final tuition-based revenue is determined by the Commonwealth.
06. **FY 2023.** If the School’s final tuition-based revenue for the 2022-2023 School Year, as determined by the Commonwealth, exceeds the School’s final tuition-based revenue for the 2021-2022 School Year by at least 2%, the School will provide all Matrix employees with a one-step advancement on the wage schedule (with those members who are at or above the top step receiving an increase of \$1,000) and non-Matrix employees with a 3% base wage increase. Such increases will be made retroactive to the first day of the school year for employees still employed by the School when the final tuition-based revenue is determined by the Commonwealth.

ARTICLE 14
STIPENDED WORK

- 01. PVPA employees perform a variety of work that is compensated by stipend, in addition to their salary or hourly rate for their primary position with PVPA. If the Employer chooses to fill such positions, they will be filled in accordance with this Article.
- 02. Employees hired to fill existing positions shall be compensated at not less than the current rates of compensation shown below. Nothing in this section will preclude the parties from agreeing, in writing, to a different stipend amount based on a change in duties. The parties will negotiate the stipends for newly created positions by comparing the new position to existing positions and stipend amounts.
- 03. Bargaining Unit Work Exclusive to Unit A:

(a) The following work may be performed only by members of a bargaining Unit A:

Stipend	Amount
Advisory Coordinator	\$2,500
Department Leader	\$2,500
Mental Health Coordinator	\$2,500
Mental Health Team Leader	\$2,500
Mock Trial Advisor	\$2,000
NHS Advisor	\$900
Special Education Coordinator	\$13,047
Mentor Teachers	\$2,500

(b) PVPA may also contract with a member of Unit A to perform curriculum development or revision at a rate of \$25/hour.

- 04. Bargaining Unit Work Performed by Both Unit A and Non-Union/Non-Administration.

(a) The following positions shall be posted internally to be filled by either a member of Unit A or Non-Union/Non-Administration:

Stipend	Amount
ASU Advisor	\$900
BSU Advisor	\$900
Feminist Club Advisor	\$900
GSD Advisor	\$900
Director – Grad Show	\$1,000
LSU Advisor	\$900
Paideia Coordinator	\$2,500
Sr. Activities Coordinator	\$1,000
Diversity Committee Coordinator	\$2,500

- (b) Qualified members of bargaining unit A shall have the right of first refusal for the work listed below. In the event that there are no qualified applicants from Unit A, the Employer may hire a non-bargaining unit member to perform the work.

Stipend	Amount
Assist Director – Spring Music Showcase	\$600
Assist Director – Winter Music Showcase	\$600
Costume Design – Spotlight Festival	\$750
Costume Design – Catalyst	\$925
Costume Design – Dance Sr. Thesis	\$200
Costume Design – Funkadelic	\$925
Costume Design – Headgear	\$350
Costume Design – HS Play	\$1,200
Costume Design – MS Play	\$500
Costume Design – Musical	\$2,000
Costume Design – Theater Sr Thesis	\$325
Costume Design – WOFA	\$925
Director - Catalyst	\$2,500
Director – Dance Sr. Thesis	\$2,000
Director – Film Festival	\$1,500
Director – Film Sr. Thesis	\$1,000
Director – Funkadelic	\$2,000
Director – Headgear	\$2,000
Director – HS Play	\$2,000
Director – MS Play	\$2,000
Director – Musical	\$3,250
Director – Musical Theater Troupe	\$2,000
Director – Spotlight Festival	\$2,000
Director – Spring Musical Showcase	\$1,200
Director – Theater Sr Thesis	\$2,000
Director – We Came to Play Tour	\$500
Director – Winter Music Showcase	\$1,200
Director – WOFA	\$2,000
Hip Hop Troupe Advisor	\$1,000
Lighting Designer – Dance Sr Thesis	750
Lighting Designer – HS Play	\$1,000
Lighting Designer – Musical	\$1,500
Lighting Designer – Spotlight Festival	\$500
Music Director – Musical	\$2,500
Musical Theater Troup Advisor	\$1,000
Musician – Musical	\$1,200
Organizer – Spotlight Festival	\$500
Scenic Design – WOFA	\$400
Set Designer – Musical	\$1,500
Set Designer – Spotlight Festival	\$875
Sound Leader	\$4,403

- (c) The following positions shall be posted internally and externally to be filled by either a qualified member of Unit A or non-bargaining unit members. A preference will be given to qualified members of Unit A or Non-Union/Non-Administration employees.

Soccer Coach	\$2,700
Ultimate Frisbee – Varsity Girls	\$2,700
Ultimate Frisbee – Varsity Boys	\$2,700
Ultimate Frisbee – JV Co-Ed	\$1,350

ARTICLE 15
BENEFITS

01. PVPA will contribute 70% toward the premium for health coverage for eligible employees who elect such coverage. Eligible employees who elect such coverage shall contribute the remaining 30% by payroll deduction. PVPA will reimburse employees for certain out-of-pocket health related expenses as outlined in the Health Reimbursement Arrangement.
- PVPA will contribute 50% toward the premium for individual dental coverage for eligible employees who elect such coverage. Eligible employees who elect such coverage shall contribute the remaining 50% by payroll deduction.
02. PVPA will not make changes to health or dental coverage or the Health Reimbursement Arrangement during the term of this Agreement without the agreement of the Union. If PVPA wishes to make changes to dental or health coverage or the Health Reimbursement Arrangement, including plan design or providers to begin after the expiration of this Agreement, it will give the Union notice and an opportunity to bargain to agreement or impasse over such changes prior to July 1 of that year.. This shall not preclude further bargaining over health and/or dental insurance as a part of negotiations for a successor Agreement with the understanding that a binding insurance contract will be in place for at least the first year of the successor Agreement.
03. PVPA also offers an employee assistance plan; flexible spending account; life, accidental death and dismemberment and short and long-term disability benefits and a 403(b). PVPA will provide the Union notice and an opportunity to bargain over proposed changes in these plans including, but not limited to, eligibility rules, benefit levels, employment contribution, changes in the provider, plan design/features.
04. Retirement benefits are covered by the Massachusetts Teachers Retirement System. All retirement benefit issues are governed by the MTRS. PVPA, therefore, shall have no obligation to provide notice or an opportunity to bargain with the Union over any changes mandated by the MTRS or with respect to retirement benefits.

ARTICLE 16
PROFESSIONAL DEVELOPMENT

01. All staff are encouraged to engage in continual professional growth through attendance at off-site professional development opportunities, as well as acting as presenters to further PVPA's work in dissemination.
02. Subject to the approval of the administrator designated by PVPA, employees shall be released from work with pay to attend or present at a professional development event. An employee who is released from work with pay shall transfer to PVPA any honoraria received as a presenter.
03. Employees shall submit workshop/conference materials and registration information to the Director of Arts and Academics for approval prior to registering and follow PVPA procedures for requesting and processing registration fees through the Business Office.
04. PVPA will reimburse reasonable travel expenses not paid by the organization holding the event (excluding airfare). Estimated travel expenses shall be submitted along with the initial request for release time and any registration information prior to approval.

ARTICLE 17
PERFORMANCE EVALUATION (EDUCATORS)

01. Purpose

The purpose of this Article is to provide a structured, evidence-based process for professional development and performance feedback and for assessing job performance of professional educators as defined by Article [#] [Definitions] of this Agreement.

The standards and procedures used in this Article are based on the Massachusetts Department of Elementary and Secondary Education (DESE) Model System for Educator Evaluation. This Article shall be interpreted in a manner consistent with DESE regulations.

02. Definitions

- (a) Achievement Level: One of the following levels provided by the evaluator to the educator on each student learning goal and professional practice goal as outlined in the Educator Plan:
 - (i) Did not meet
 - (ii) Some progress
 - (iii) Significant Progress
 - (iv) Met
 - (v) Exceeded
- (b) Artifacts of Professional Practice: Products of and/or directly related to an educator's work and student work samples.

- (c) **Educator Plan:** An individualized, written plan that includes specific goals for growth and/or improvement and actions for achieving them. The type of plan an educator is given is based on the educator’s length of employment at PVPA and last overall summative performance rating.

The four plan types are:

- (i) **Developing Educator:** One (1) school year duration, developed jointly by the educator and evaluator; for all educators in their first three (3) years at PVPA and, at the discretion of the evaluator, for educators in a new discipline.
- (ii) **Self-Directed Growth:** One (1) or two (2) school year duration, developed jointly by the educator and evaluator; for educators who have worked at PVPA for at least three (3) years and whose last overall summative performance rating was “Proficient” or “Exemplary.”
- (iii) **Directed Growth:** One (1) school year duration, developed by the evaluator with input from the educator; for educators who have worked at PVPA for at least three (3) years whose last overall summative performance rating was “Needs Improvement.”
- (iv) **Improvement:** Not less than thirty (30) days and not more than one (1) school year, developed by the evaluator; for educators who have worked at PVPA for at least three (3) years whose last overall summative performance rating was “Unsatisfactory.”

Plan Type	Years at PVPA	Educator’s Last Summative Performance Rating²	Plan Duration	Developed by
Developing Educator	0-3 years or new assignment		1 year	Educator & Evaluator
Self-Directed Growth	At least 3 years	Exemplary or Proficient	1 or 2 years	Educator & Evaluator
Directed Growth	At least 3 years	Needs Improvement	1 year	Evaluator (Educator input)
Improvement	At least 3 years	Unsatisfactory	30 days - 1 year	Evaluator

- (d) **End-of-cycle Summative Evaluation Report:** The written report provided to an educator by the evaluator at the end-point of the evaluation cycle that describes the evidence that was evaluated, identifies achievement levels for each goal and

- summative performance ratings on each standard and an overall rating, explains the basis for the performance ratings given, and includes targeted and constructive feedback, and a recommended Plan type for the next evaluation cycle. An educator's evaluation shall not take into account any adverse evidence unless it has been previously disclosed in writing to the educator by an administrator during the evaluation period within the evaluation cycle.
- (e) Evaluation: The process of defining individual educators' goals, and assessing their performance in meeting the goals and the standards in their Educator Plan.
 - (f) Evaluation Cycle: The process followed for all educators, which includes these steps:
 - (1) Self-Assessment;
 - (2) Goal-setting and Educator Plan development;
 - (3) Plan Implementation;
 - (4) Formative Assessment;
 - (5) Summative Evaluation.
 - (g) Evaluator: The supervisor designated by PVPA to perform the evaluative functions in this Article. Evaluators shall be formally trained to perform these functions. Each educator shall have one designated primary evaluator who is responsible for determining their performance ratings.
 - (h) Formative Assessment: The step in the evaluation cycle when the evaluator assesses the educator's progress toward the goals and performance standards in their Educator Plan, and identifies achievement levels for goals and performance ratings to date.
 - (i) Goal: A specific, actionable and measurable area targeted for improvement by an educator's Educator Plan. Goals shall be designed and described in a manner that is S.M.A.R.T. (Specific, Strategic; Measurable; Action-Oriented; Rigorous, Realistic, and Results-Focused; Timed and Tracked).
 - (j) Measurable: That which can be classified or estimated in relation to a scale, rubric, or standard.
 - (k) Mid-cycle Formative Assessment Report: The written report provided to an educator by the evaluator at the mid-point of the evaluation cycle that identifies progress levels to date for each goal and formative performance ratings on each standard as outlined in the Educator Plan, as well as targeted, constructive feedback. This step typically takes place at the mid-point of the Plan's duration (e.g., end of first year for a two-year Plan).
 - (l) Observation: A classroom visit by an evaluator, during which the evaluator watches and takes written notes regarding an educator's work performance, and which may also include an examination of artifacts of professional practice.
 - (i) Announced observations shall be for an entire class period and shall be preceded by a review of the lesson or unit plan between the educator and

evaluator to review the lesson or unit plan; provided that, for non-classroom teachers, announced observations shall be for one, complete scheduled “event” with students regardless of duration.

- (ii) Unannounced observations shall be for a minimum duration of fifteen (15) minutes.
 - (iii) All observations shall be followed within not more than one week with specific, constructive and actionable feedback to the educator. Evaluators shall explain the basis for their judgments; describe specific actions the educator is required to take to improve performance; identify any specific evidence or benchmarks required to demonstrate improvement; and identify any support or resources available to assist the educator.
 - (iv) Number of observations:
 - (b) Educators on the Self-Directed Growth Plan shall have at least one announced and two unannounced observations per year.
 - (c) All other educators shall have at least four (4) unannounced and two (2) announced observations per cycle with half of the unannounced and announced observations occurring prior to the mid-cycle formative assessment.
- (m) Performance Rating: One of the following ratings given by the evaluator to the educator on each performance standard and on overall performance at the end of the evaluation cycle:
- (i) Exemplary: Performance consistently and significantly exceeds requirements.
 - (ii) Proficient: Performance fully and consistently meets requirements.
 - (iii) Needs Improvement: Performance is below requirements, and improvement is necessary and expected.
 - (iv) Unsatisfactory: Performance has not significantly improved following an overall rating of “Needs Improvement” or is consistently below requirements and considered inadequate or both.
- (n) Overall Performance Rating: The evaluator is responsible for determining an overall summative performance rating based on the educator’s ratings on each of the four Standards and an assessment of the educator’s overall goal attainment. An educator must at minimum be rated Proficient or Exemplary on both Standard I: Curriculum, Planning, and Assessment, and Standard II: Teaching all Students to receive an overall rating of Proficient or Exemplary.
- (o) Performance Standards: The standards of practice educators are expected to meet (PVPA standards attached in Appendix D)

(p) Rubric: A scoring tool that describes the characteristics of practice or artifacts for each performance rating on each standard PVPA uses the DESE rubric, attached as Appendix E, adapted as necessary to differences between the DESE and PVPA standards.

(q) Summative Evaluation: The end-of-cycle evaluation carried out by the evaluator to rate an educator's performance on each standard and overall on the educator's attainment of the goals set forth in the Educator Plan.

03. PVPA will provide all new educators with training on the process and standards laid out in this Article, along with copies of all relevant forms and standards, as part of its new teacher orientation.

04. Evaluation Cycle:

Step 1: Self-Assessment

When completed: June (returning educators), August (new educators).

Using the Self-Assessment Form (Attached, in Appendix F) or other instrument provided by PVPA, educators assess their own performance.

Step 2: Analysis, Goal Setting, and Plan Development

When completed: By October 15.

- (a) By September 30, each educator shall propose to their evaluator at least one student learning goal and at least one professional practice goal aligned to the PVPA performance standards. These may be team goals held in common with colleagues.
- (b) At a mutually convenient time, but no later than October 15 the evaluator shall schedule and hold a meeting with the educator to develop and finalize the educator's Plan goals, the specific action steps the educator will make towards those goals over the course of the Plan, and the potential evidence the educator will use to document their progress on their goals. For Developing Educator and Self-Directed Growth Plans, this process shall be collaborative, but the evaluator shall have final authority to approve the Plan. For Directed Growth Plans, the evaluator shall consider the educator's input but is responsible for developing the Plan. For Improvement Plans, the evaluator may consider educator input but is responsible for developing the Plan.
- (c) Directed Growth and Improvement Plans shall:
 - specify the standards, indicators, and elements of professional practice which require improvement by the educator;
 - list and describe all action steps the educator will be expected to take;
 - list and describe all evidence the educator will be expected to produce;
 - specify the minimum number of announced and unannounced observations that will occur;

- specify any timelines and deadlines for completing actions and producing evidence;
- explain how progress and attainment of Plan goals will be measured;
- include at least one mid-cycle formative assessment report;
- specify the consequences of failure to meet the expectations described in the Plan; and
- Describe supports that PVPA will facilitate or provide to help the educator to achieve the desired improvement. By way of example, these may include:
 - Periodic meetings with a teacher coach;
 - Additional formative observations with feedback;
 - Co-teaching with a teacher coach or an exemplary teacher;
 - Professional development (internal and/or external);
 - Release time for the educator to observe exemplary teachers in the field.

(d) The evaluator shall provide a final, approved Plan to the educator by no later than October 15, except in the case of an Improvement Plan, which shall be provided as soon as reasonably possible if later than October 15. Educators shall sign the plan to confirm receipt, but not necessarily agreement with the Plan. Educators may provide a written response which will be attached to and retained with the Plan.

Step 3: Plan Implementation

When completed: Through Fall and Spring semesters, and Paideia

Educators complete the action steps in their Plan. Educators and evaluators collect evidence of work performance in the form of artifacts, student survey feedback, and evaluator observations/feedback.

Step 4: Formative Assessment

When completed: January (for one (1) year Plan) or May (two (2) year Plan). Formative assessment may take place earlier or more frequently as the evaluator deems appropriate.

- (a) The evaluator shall schedule a mutually convenient meeting no later than January 31 or May 31 as appropriate with the educator at which the evaluator and educator shall review evidence and discuss the educator's performance to date on their Plan. The evaluator shall have available feedback notes relating to the educator's performance on all four standards and the educator shall have available at least four (4) artifacts of professional practice that collectively provide evidence of the educator's performance on each of the four standards and progress on their student learning and professional practice goals.
- (b) After the conference, the evaluator shall provide a written Mid-cycle Formative Assessment Report, which provides ratings on each standard, along with feedback for improvement. The educator shall sign the report to confirm receipt, though not necessarily agreement. The educator has the right to attach a written response, which shall be maintained with the report.

- (c) Based on the Formative Assessment, the evaluator may modify the activities in the educator's Plan. If an educator's performance has shown a significant decline since the last summative evaluation, the evaluator may change the plan type to a Directed Growth or Improvement Plan. Mid-cycle Formative Assessment Report ratings default to the educator's prior summative rating unless significant evidence demonstrates otherwise.

Step 5: Summative Assessment

When completed: At the end of the evaluation cycle, but no later than May 30 for any educator whose overall summative rating is less than proficient or, otherwise, June 15.

- (a) The evaluator shall schedule a mutually agreeable meeting time at which the evaluator and educator shall review evaluator feedback notes for all four standards and a minimum of four (4) artifacts of professional practice provided by the educator that are different from those provided for the mid-cycle formative assessment, that collectively provide evidence for each of the four standards.
- (b) After the conference, the evaluator shall give the educator a written End-of-cycle Summative Evaluation Report using the form attached as part of Appendix G. The educator shall sign the report to confirm receipt, though not necessarily agreement. The educator has the right to submit a written response, which shall be attached to and maintained with the End-of-cycle Summative Evaluation Report.
- (c) Only failure to make substantial progress toward a rating of Proficient by the end an Improvement Plan is grounds for termination for an educator who has attained just cause protection under Article #, Discipline. PVPA shall notify an educator (with concurrent notice to the Union) by no later than June 1 of its decision to terminate.
- (d) Violations of this article are subject to the grievance and arbitration process. In evaluating such cases, the arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process.
- (e) There are no numbers or percentages that dictate ratings on Standards, the assessment of educator goal attainment, or the overall Summative Performance Rating for an individual educator. Rather than adopt a more mechanistic, one-size-fits all approach to supervision and evaluation, the evaluator should look for trends and patterns in practice across multiple types of evidence and apply their professional judgment based on this evidence when evaluating practice.

05. Evidence

Evaluator ratings shall be based on two categories of relevant evidence, including:

- (a) Observations and artifacts;
- (b) Other evidence relating to standards including, but not limited to, feedback from students, evidence of fulfillment of professional responsibility and evidence of family engagement.

PVPA may implement a survey to collect student feedback on educators. PVPA will share the list of questions with all educators for whom a survey will be completed in advance of implementing said survey with students. Educators may also create and implement their own methods for collecting student feedback and submit resulting data as evidence for their evaluation.

06. The timeline for completion of the steps of the evaluation cycle may be extended to account for unexpected absences from work when a step in the process is due to be completed.
07. Educators have the right to be accompanied by a union representative or bargaining unit member of their choice at any evaluation-related meeting, which the educator reasonably believes may lead to an adverse employment action, provided it does not unduly delay the meeting.

ARTICLE 18
PERFORMANCE EVALUATION (NON-EDUCATORS)

01. This Article shall apply to all employees not subject to Article 17, Performance Evaluation (Educators).
02. PVPA shall develop an evaluation tool for each job title based on the requirements of the job description. Employees shall have an opportunity to give input into the tool that will be used to evaluate them.
03. Employees shall meet with their evaluator annually, to evaluate their performance and develop professional goals for the coming year. The purpose of the performance evaluation is to provide constructive feedback, to reflect, and to review the employee's progress on their goals since the last evaluation. Evaluations shall be completed by the end of the school year.
04. Performance Remediation

If an employee is having performance issues, which the employee has been unable to satisfactorily address after receiving constructive feedback from the employee's evaluator, PVPA shall use the following procedure.

- (a) The evaluator will meet with the employee to discuss the performance problems and give the employee an opportunity to respond.
- (b) The evaluator shall provide the employee with a written remediation plan that includes:
 - i. A description of the performance issue(s);
 - ii. Any specific action steps the employee will be expected to take;
 - iii. The way in which improvement will be measured;
 - iv. A reasonable timeframe for completing any actions steps or meeting specific performance standards;
 - v. Any training, resources or other support that will be provided by PVPA;
 - vi. At least one mid-cycle meeting; and

- vii. What will happen if the employee does not successfully complete the Plan.
- (c) Employees shall be required to sign the remediation plan to confirm receipt, though not necessarily agreement. Employees have the right to submit a written response when given a remediation plan, a copy of which will be retained with the plan.
- (d) The evaluator and employee shall meet at least once mid-way through the Plan, and more often at the request of either party, to review the employee's progress. The evaluator shall advise the employee during such review(s) if the employee's progress appears insufficient, explain the basis for any concerns, and provide the employee with additional guidance and assistance to improve the employee's progress.
- (e) At the end of the time frame specified in the Plan, the evaluator and employee will meet to review the employee's performance. If the employee has not satisfactorily completed the Plan, the evaluator shall discuss any concerns with the employee and give the employee an opportunity to respond. The Plan may be revised and extended.
- (f) The duration of an Improvement Plan may be extended to account for unexpected absences of the educator or the evaluator.
- (g) Employees have the right to be accompanied by a union representative or other PVPA colleague of their choice during any meeting with their evaluator or with the administration described in this paragraph .04.

ARTICLE 19
DISCIPLINE

01. Just Cause for Professional Educators

For the purposes of this Article, a teacher, adjustment counselor, counselor, nurse or school psychologist (or other individual who, by title or function, would be eligible for professional teacher status under G.L. c. 71, section 41, if applicable)(“Professional Educator” for the purposes of this Article) who has served in such position at PVPA for the three previous consecutive school years shall have “just cause” protection, which shall mean that such an employee shall not be disciplined unless: (1) the employee knew or reasonably should have known of the policy expectation at issue; (2) the employee violated the policy or failed to meet the expectation; (3) the policy or expectation is consistently enforced; (4) the duration of the employee's employment and prior disciplinary history (if any) are considered; and (5) the discipline is proportionate, provided, however, an arbitrator shall not have the authority to reduce the level of discipline unless there is specific evidence that the discipline imposed is more substantial than that imposed upon another individual for the same offense with a similar duration of employment and disciplinary history. For performance-related matters, just cause shall be deemed to have been satisfied if PVPA has substantially complied with the evaluation process.

For the purposes of this section, a “school year” shall mean an academic year in which the Professional Educator actually worked at least 150 school days. Any year in which a

Professional Educator actually works less than 150 days shall not be counted toward the 3-year requirement, but the Professional Educator shall retain previously credited years.

A decision not to renew shall be communicated to the teacher no later than June 1.

02. Just Cause for Non-Educators

Bargaining unit members other than Professional Educators who have actually worked at least one hundred and fifty (150) days shall not be discipline or discharged without just cause, which shall mean traditional just cause.

03. This provision shall not affect PVPA's right to conduct a reduction-in-force, subject to Article 33.

04. Discipline shall include warnings, suspension and discharge.

05. Before suspending or discharging an employee, the administration will meet with the employee, after providing the employee at least three (3) days' written notice, to discuss the action being contemplated and the basis for it, will provide the employee with any documentary evidence, subject to the redaction of student names and identifying information, and will give the employee an opportunity to respond.

06. Disciplinary actions shall be accompanied by a written notice that states the discipline and the reason and factual basis for the discipline in sufficient detail for the employee to understand what is expected going forward. A copy of the notice shall be delivered concurrently to the employee and the Union.

07. Upon request, an employee shall have the right to be accompanied by a union representative during any investigatory interview, and at any discipline-related meeting.

ARTICLE 20
PAID TIME OFF

01. All full-time employees are entitled to fifteen (15) days per year of paid time off (PTO). Part-time employees shall be entitled to a pro-rata number of PTO days. The term "day, as used in this Article, shall be equal to an employee's regular weekly contracted hours, divided by five.

02. An employee's PTO will be charged for the amount of contracted time during which they were absent. When used during classroom time for which a substitute will be required, PTO will be charged in class blocks. PTO taken during non-supervisory time shall be charged in increments of fifteen (15) minutes.

03. PTO may be used for an employee's own or a household or family member's illness or injury, or medical appointments, or for other personal reasons that cannot be attended to outside of the employee's work hours. Employees may use PTO for religious holidays. For the purposes of this Article, "family member" shall have the same meaning as used in Article 21, Bereavement Leave.

04. Use of PTO, other than for unanticipated medical reasons or other emergencies, must be submitted for approval by noon on the Friday prior to its use. PTO must be submitted for approval at least two (2) weeks in advance if it will coincide with MCAS testing days, and for any days immediately before or after School holidays or the first and last days with students. (Earlier submission of requests is preferred). Employees are strongly discouraged from taking time off for personal reasons at the beginning or end of a school break or vacation period, given the resulting disruption to students and the school community and the greater-than-normal needs of the School at those times. Employees must call-in no later than 7:30 a.m. when taking PTO for unanticipated medical reasons or other emergencies.
05. During periods of high usage of approved PTO administrators may ask individual employees if they have the flexibility to reschedule planned PTO use. Administrators may request information in order to confirm that PTO is being used for purposes allowed by this Article if an employee has a pattern (e.g., multiple absences on Fridays, for example), that suggests possible misuse of PTO.
06. Full-time employees begin their employment year with fifteen (15) days immediately available to them, along with any unused days carried over from the preceding year in accordance with this Article. Part-time employees shall be entitled to an annual allotment of PTO days and to carry-over and cash-out PTO days in accordance with this Article, on a pro-rata basis. In no event will any employee receive fewer hours of PTO annually than their entitlement under the Massachusetts Paid Sick Leave law.
07. Full-time employees may carry over up to ten (10) unused days of PTO from the previous year to the next employment year, so that a maximum of twenty-five (25) days of PTO may be available for use by an employee in any employment year.
08. At the end of each school year, employees shall be paid for any unused PTO days which exceed the allowable amount of carry-over under this Article, at a rate of \$25 per day.
09. In extenuating circumstances, employees may request in writing to the Executive Director, the use of paid time off in lieu of taking a leave without pay. Such requests will be granted at the sole discretion of the Executive Director.
010. In the event an employee takes more than three (3) consecutive days of unanticipated leave, PVPA may require the employee to provide documentation showing that the use of leave is consistent with the purposes of PTO.

ARTICLE 21
BEREAVEMENT LEAVE

01. In the event of a death in the immediate family, employees who are eligible for PVPA benefits will be entitled to a two-week paid bereavement leave. Employees must notify their supervisor and submit a written request for leave to the Executive Director.
02. "Immediate family" for purposes of such leave is defined as parents, children, spouses, domestic partners and siblings only. In all other cases, employees must use sick/personal days if they plan to be away from school.

ARTICLE 22
HOLIDAYS

In addition to legal holidays, employees will have the day after Thanksgiving off.

ARTICLE 23
JURY DUTY & SUBPOENAS

Employees shall be compensated for the first three (3) days for an absence due to jury duty or subpoena as a witness. If an employee is called to serve on a federal jury, PVPA will pay the difference between the jury duty compensation and the regular salary. The employee must submit acceptable verification of jury service to the Business Office in order to receive any benefit.

ARTICLE 24
MILITARY LEAVE

Employees will be granted leave for active military service in accordance with all applicable state and federal laws. PVPA will pay the difference between a full-time employee's regular pay and his or her military pay for a period of two (2) weeks. In order to be eligible for this payment, an employee must have completed one (1) year of service with the School and furnish the Certificate of Service from the commanding officer upon request. PVPA fully complies with the letter and intent of the Uniformed Services Employment and Reemployment Rights Act (USERRA) and will re-employ those employees returning from military service in accordance with provisions of the Act. Time in service is regarded as the same as time worked for PVPA with respect to all length-of-employment-related benefits.

ARTICLE 25
PARENTAL LEAVE

01. Full-time employees who are expecting or adopting a child shall be entitled up to two (2) semesters of parental leave, inclusive of all leave to which they are entitled under state and federal law, with two (2) of those weeks being paid, if the employee provides PVPA with at least two (2) weeks' notice of their anticipated date of departure and intent to return.
02. An employee electing to take two full semesters of leave may not return in the middle of a semester, must give notice of the intent to take the leave at least one (1) month prior to the expected departure date and must inform the school of their intent to return at the end of the leave.
03. While on parental leave, employees shall have the right to continuation of their health and dental insurance benefits at their normal rate of contribution. Should the employee not return for reasons other than a documented serious illness or disability that incapacitates the employee for work or other circumstances beyond the employee's control, the Employer may require the employee to reimburse the Employer the portion it paid for the employee's benefit premium(s) during the leave for any period of coverage to which the employee was not otherwise entitled under state or federal law.

04. At the end of a parental leave taken pursuant to this Article, employees shall be entitled to return to the same or an equivalent position with equivalent pay and other terms of employment and without loss of employment benefits for which they were eligible on the date such leave commenced, subject to the terms of Article 33 [Layoff/Recall].

ARTICLE 26
FAMILY AND MEDICAL LEAVE

01. Employees who have been employed by PVPA for at least twelve (12) months over the prior seven (7) years, not necessarily consecutively, and have worked at least 1,250 hours during the twelve (12) month period preceding the start of the leave are eligible for up to a total of twelve (12) work weeks of unpaid FMLA leave during any rolling twelve (12) month period for one or more of the following reasons:
1. The birth of employee's child and in order to care for such child (within twelve (12) months after the birth of the child).
 2. The placement of a child with an employee for adoption or foster care (within twelve (12) months of the placement of the child).
 3. The care of employee's spouse, domestic partner, child or parent who has a serious health condition.
 4. A serious health condition that causes the employee to be unable to perform the functions of their job.

If an employee and his or her spouse both work for PVPA and both become eligible for leave for reasons under Paragraphs 1 or 2 or for the care of a sick parent under Paragraph 3 of this section, then the two employees together will be limited to a combined total of twelve (12) work weeks of leave in any rolling twelve (12) month period for such reasons.

02. Definitions

- (a) Rolling twelve-month period: is the twelve-month period immediately preceding the beginning of employee leave.
- (b) Medical Certification: Any request for leave under Paragraphs 3 or 4 in Section 01, above, must be supported by certification issued by the applicable health care provider. At its discretion, PVPA may require a second medical opinion and periodic recertification to support the continuation of a leave. If the first and second opinions differ, then a third opinion can be obtained from a healthcare provider jointly approved by both PVPA and employee. Second and third opinions shall be at PVPA's expense.
- (c) Serious Health Condition: an illness, injury, impairment or physical or mental condition that involves one of the following:

- (1) Hospital Care: Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or subsequent to such inpatient care.
 - (2) Absence Plus Treatment: A period of incapacity of more than three (3) full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), must take place within seven days of the first day of incapacity that also involves either:
 - i. Treatment two or more times by a health care provider, nurse or physician's assistant under direct supervision of a health care provider or by a provider of healthcare services (e.g., physical therapist) under orders of, or on referral from, a health care provider; or
 - ii. Treatment by a healthcare provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- (d) Pregnancy: Any period of incapacity due to pregnancy or for prenatal care.
- (e) Chronic Conditions Requiring Treatment: A chronic condition which:
- i. Requires periodic visits for treatment by a health care provider, nurse or physician's assistant under direct supervision of a health care provider;
 - ii. Continues over an extended period of time; and
 - iii. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- (f) Permanent/Long-term conditions Requiring Supervision: A period of incapacity, which is permanent or long-term due to a condition for which treatment may be effective. The employee or a family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include: Alzheimer's disease, severe stroke or the terminal stages of a disease.
- (g) Multiple Treatments (non-chronic conditions): Any period of absence to receive multiple treatment (including any period of recovery thereafter) by a healthcare provider or by a provider of health care services under orders of, or on referral from, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy) or kidney disease (dialysis).

03. Military Caregiver Leave

- (a) FMLA provides up to twenty-six (26) workweeks of unpaid leave in a single twelve (12) month period to an employee who is the spouse, son, daughter, parent or next of kin of a covered service member.
- (b) A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty and is undergoing medical treatment, recuperation, or therapy; or is otherwise in outpatient status; or is on the temporary disability retired list.
- (c) For purposes of Military Caregiver Leave, a “single twelve (12) month period” is defined as a rolling year beginning with the first day of the leave. An eligible employee is entitled to a combined total of twenty-six (26) weeks of Military Caregiver Leave and leave for any other FMLA-qualifying reason in a single twelve (12) month period, provided that the employee may not take more than twelve (12) weeks of leave for any other FMLA qualifying reason during this period. For example, in a single twelve (12) month period, an employee could take twelve (12) weeks of FMLA to care for a newborn child and fourteen (14) weeks of Military Caregiver Leave, but could not take sixteen (16) weeks of leave to care for a newborn child and ten (10) weeks of Military Caregiver Leave.

It is the employee’s responsibility to provide complete, sufficient, and timely certification when requesting leave.

04. Qualifying Exigency Leave

- (a) Qualifying Exigency Leave allows up to twelve (12) weeks of leave to be granted to an eligible employee who is the spouse, son, daughter, or parent of a service member who is placed on active duty or has been notified of an impending call or order to active duty so that the eligible employee may attend to any of the following ‘qualifying exigencies’:
 - (1) Family preparations resulting from a short notice deployment.
 - (2) Military events and related activities.
 - (3) Child care and school activities affected by the deployment.
 - (4) Financial and legal arrangements affected by the deployment
 - (5) Counseling related to the deployment
 - (6) Time with service member during rest and recuperation leave.
 - (7) Post-deployment activities
 - (8) Additional activities related to the active duty or call to active duty agreed to by employee and employer.
- (b) Leave for qualifying exigency must be supported by a copy of the covered military member’s active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.

- (c) Leave to care for a covered service member with a serious injury or illness must be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.

05. Intermittent Leave

- (a) Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.
- (b) An eligible employee may take leave on an intermittent or reduced leave schedule basis for the serious health condition of themselves or their spouse, child or parent, or due to a serious illness or injury of a covered service member, or because of a qualifying exigency, I.
- (c) If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment or period of recovery, PVPA may require that an employee requiring such leave transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits. PVPA will grant intermittent and reduced schedule leave in accordance with law.

06. Benefits During Leave

An eligible, participating employee will be permitted to maintain health insurance coverage, if any, for the duration of the leave under the same conditions that coverage would have been provided if the employee had remained actively at work. This means that PVPA will continue to pay a portion of the health insurance premium during FMLA leave if the employee is eligible for such benefit, and the employee elects to participate.

07. Use of Paid and Unpaid Leave:

- (a) An employee may choose to accrued paid time off concurrent with any portion of an unpaid leave taken under this Article. A disability or workers' compensation leave taken for an FMLA-qualifying reason shall be charged against an employee's FMLA leave entitlement.
- (b) PVPA will notify the employee when leave has been designated as FMLA leave. PVPA may provisionally designate the employee's leave as FMLA leave if the School has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave.
- (c) If the employee has not notified the School of the reason for the leave, and the leave is for one of the qualifying reasons described above, the employee must notify the

Chief Financial Officer within two (2) business days of the employee's return to work that the leave was for an FMLA reason.

08. Return from FMLA Leave:

Upon return from FMLA leave, PVPA will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits and other employment terms.

An employee is entitled to reinstatement only if he/she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

09. Interpretation of Provision

This Article is intended to reflect the scope of the Federal Family and Medical Leave Act. It is not intended to expand upon the protections of the FMLA and shall be interpreted, in the event of a dispute, to be consistent with the FMLA.

ARTICLE 27
MASSACHUSETTS PAID FAMILY MEDICAL LEAVE

Eligible employees shall be entitled to paid leave under the Mass Paid Family Medical Leave law ("PFML"), beginning January 2021. In some cases, the amount of leave available to eligible employees may exceed the available leave under federal law.

During a leave taken pursuant to PFML, employees will be entitled to continuation of insurance benefits and shall be entitled to reinstatement to the position held in accordance with the PFML, subject to the provisions of Article 33, Layoff/Recall.

Beginning in October, 2019, PVPA will deduct and remit to the state PFML fund a percentage of each employee's gross pay as allowed by state law (currently .378%). This amount may increase or decrease as determined by the state from time-to-time and PVPA will adjust the deduction and remittal accordingly.

ARTICLE 28
LEAVE OF ABSENCE WITHOUT PAY

01. Should a situation arise that temporarily prevents an employee from working, they may be eligible for a personal leave of absence without pay.

02. There must be a legitimate need for the leave and such leave should not interfere with departmental or School operations.

03. Any request for a leave of absence without pay must be submitted in writing as far in advance as possible, and it will be reviewed on a case-by-case basis by the administration. The decision to approve the request for leave is at the sole and final discretion of the

administration, taking into consideration the reason for the leave, length of time requested, the effect of the employee's absence on the department or School and the expectation that the employee will return when the leave expires, among other factors.

04. While on unpaid leave, an employee will have the opportunity to continue health and dental insurance benefits pursuant to COBRA.

ARTICLE 29

HEALTH AND SAFETY

01. PVPA shall take reasonable steps to provide a safe and healthy work environment for employees, including complying with relevant state and federal standards and investigating and remedying unsafe or unhealthy conditions.
02. PVPA and the Union shall maintain a Joint Safety Committee ("JSC"), which shall meet at least once per semester. The JSC will be comprised of up to four (4) administrators designated by PVPA and up to four (4) bargaining unit members designated by the Union. The JSC may investigate workplace health and safety concerns and research possible solutions.
03. PVPA shall provide bargaining unit members with training in the first semester of each school year regarding its restorative justice policies and regarding PVPA's behavioral reporting policies and procedures. Teachers may use the Restorative Referral or other behavioral reporting system designated by PVPA to record disruptive student behaviors. The parties will work together through the Labor-Management Committee to ensure the school can make available timely, effective behavioral interventions when needed.
04. PVPA will provide employees with information at least once annually about when and how to report concerns to the Threat Assessment team and about how the Threat Assessment team reviews and responds to such reports. This may be accomplished by email distribution or posting information on a bulletin board in the staff room.
05. Any employee who is threatened or suffers an assault or physical abuse in connection with their employment shall report the matter to the Executive Director. The Executive Director shall promptly investigate and take appropriate steps to address substantiated reports. Staff members may report such incidents to law enforcement authorities, to the extent permitted by applicable law, the administration will comply with reasonable requests for information in its possession relating to this section.
06. Insofar as permitted by Mass General Laws, Chapter 258, §9, the School will provide indemnification to any employee eligible for such protection.

ARTICLE 30

SUBSTITUTE TEACHING

01. PVPA is responsible for securing substitutes where required for bargaining unit member absences or for teachers who are required to attend an IEP meeting or perform other assigned PVPA work during a scheduled class period.

- (a) As a first resort, PVPA shall use permanent bargaining unit substitute teachers and per diem substitute teachers. When no permanent bargaining unit or per diem substitute teacher is available, PVPA may solicit a classroom or apprentice teacher to substitute teach. Any teacher who substitutes shall be compensated at a rate of an additional twenty-five dollars (\$25) per class if the class is in their department and \$15 per class otherwise. Apprentice teachers who substitute teach will receive an additional \$10 per class. Additional compensation for fifteen (15) minutes at the applicable rate will be paid for pre-class prep, correspondence with the absent regular teacher, and other related administrative tasks.
 - (b) If no substitute is available pursuant to the preceding paragraphs, administrators may substitute teach.
02. Teachers are required to supply an appropriate substitute lesson plans for all planned absences. Substitutes are expected to follow the lesson plan provided by the absent teacher.

ARTICLE 31
VACANCIES/HIRING

- 01. Bargaining unit job openings shall be posted internally in the main office and through all staff email.
- 02. The posting shall set forth the minimum qualifications for the position, a description of the position duties, hours and/or percentage of full-time, and the deadline for applications.
- 03. Qualified internal applicants shall be offered an interview.
- 04. A Hiring Committee shall be formed for each teacher and administrator which includes at least one bargaining unit member. If there are no volunteers, the administration may assign a bargaining unit member to the Hiring Committee. The Hiring Committee shall attend all candidate interviews, review resumes and other information submitted by candidates, and make a non-binding recommendation to the Executive Director.
- 05. PVPA shall reimburse employees for the cost of fingerprinting and any other fees which may be associated with required background checks.

ARTICLE 32
SENIORITY

- 01. Seniority is defined as length of employment with PVPA in years, months, and days, unbroken by any separation in employment, provided that an employee who has been laid off and remains on the recall list pursuant to Article 33, Layoff/Recall shall retain their seniority as of the date of the layoff. Ties in seniority shall be broken by lottery.
- 02. Employees do not accrue seniority while on an unpaid leave of absence, on layoff status, or after accepting promotion to a non-bargaining unit position. In such circumstances, an employee will retain accrued seniority if returned to the bargaining unit position without a break in their PVPA employment.

ARTICLE 33
LAYOFF/RECALL

01. PVPA has the right to lay off employees for lack of work, lack of funds, restructuring, or other legitimate reason. Prior to proceeding with layoffs, PVPA will consider reasonable alternatives. Any involuntary reduction in hours is a layoff. A voluntary layoff shall be treated as an involuntary layoff for purposes of recall and unemployment insurance.

02. Notice

- (a) PVPA shall notify the Union in a timely manner once it determines a need for layoffs. PVPA will notify the Union and affected employees in writing of its intent to lay off by no later than May 15th of the year prior to the school year in which the layoff is to be effective, except where the layoff is based on loss of funding occurring after May 15th. In the event of notice after May 15, PVPA will provide thirty (30) days' notice. PVPA may give the affected employee(s) pay in lieu of notice.
- (b) The notice to the Union shall state the reason for the proposed layoffs, the effective date, the seniority units and titles PVPA intends to reduce, and the amount of the reductions. PVPA will meet and confer with the Union on request regarding the proposed layoffs, and will comply in a timely manner with any request by the Union for relevant and reasonably necessary information.

03. SENIORITY UNITS

For purposes of this Article, there shall be the following "seniority units."

- Middle School Humanities
- Middle School Science
- Middle School Math
- High School ELA
- High School Math
- High School Science
- High School History
- High School World Language
- Visual Arts (including Technical Theater)
- Dance
- Theater
- Music
- Academic Support
- School Psychologist
- Nurse
- Library Media Specialist
- School Counselors
- Adjustment Counselors
- Instructional Support Professional ("ISP")
- Paraprofessional

Therapeutic Paraprofessional
Substitute Teachers

04. ORDER OF LAYOFF

(a) Teachers

- (1) PVPA will accept volunteers for layoff from within a seniority unit targeted for layoff, prior to implementing any involuntary layoff, provided that the volunteers do not have unique qualifications such that their layoff would negatively affect PVPA's ability to continue specific course offerings or to maintain its curriculum.
- (2) Once voluntary layoffs are exhausted, involuntary layoffs shall be done within an affected seniority unit, from least to greatest seniority in the following order, provided that PVPA may skip over a teacher with unique qualifications such that their layoff would prevent PVPA from continuing a specific course offering or from maintaining its curriculum:
 - i. Teachers who haven't achieved just cause protection under Article #
 - ii. Teachers who are on an improvement plan
 - iii. Remaining teachers.

(b) Non-teachers

- (1) PVPA will accept volunteers for layoff within a targeted seniority unit prior to implementing an involuntary layoff, provided that the volunteers do not have unique qualifications such that their layoff would negatively affect PVPA's ability to maintain operations.
- (2) Once voluntary layoffs are exhausted, layoffs shall be by inverse seniority, with the least senior employee within an affected seniority unit being the first involuntarily laid off, except if that employee has unique qualifications such that their layoff would negatively impact PVPA's operations, that employee may be retained and the next most junior employee in the same seniority unit will be laid off.

05. VACANCIES AND BUMPING

(a) Teachers

A teacher who is being laid off may transfer into a vacant teaching position provided they meet DESE licensure requirements for traditional public schools for the vacant position or they have previously taught the subject matter at PVPA. In the case of a non-academic teacher, i.e., an arts teacher, the teacher must be qualified by experience for the vacant position.

If there is no vacant position for which a teacher being laid off is qualified under the preceding paragraph, the teacher may bump the least senior teacher in another seniority unit provided the bumping employee is more senior, has previously taught the subject matter at PVPA and is licensed to teach the grade level they would be teaching, i.e., middle school or high school. There shall be no partial bumping of or by a middle school teacher in such a manner that would disrupt the middle school team model.

(b) Non-Teachers

A non-teacher who is being laid off may transfer into a vacant position in another seniority unit for which they meet all of the qualifications of the vacant position. If there is no vacant position, a non-teacher who is being laid off and has successfully completed their probationary period pursuant to Article # (Discipline/Discharge) may bump the least senior employee in another seniority unit, provided the bumping employee meets all qualifications for the position into which they wish to bump and that the employee being bumped does not have unique qualifications such that their layoff would negatively impact PVPA's operations.

(c) Therapeutic Paraprofessionals

A therapeutic paraprofessional who is being laid off may choose to transfer into any vacant position in another seniority unit as outlined in paragraph b above (or a vacant position in the therapeutic paraprofessional seniority unit); provided that a therapeutic paraprofessional who is laid off due to the departure of the student to whom they are assigned during a school year may not bump another employee during that school year, but may bump into another position for the following school year.

(d) Any employee bumped (who is not able to bump another employee) pursuant to this Article shall be deemed a laid off employee and shall be subject to all provisions of this Article applying to laid off employees.”

(e) A part-time employee who is less than sixty percent (60%) of full-time may not bump a full-time employee.

06. Unique Qualifications

(a) In the event PVPA intends to pass over an individual for layoff or deny bumping rights based on the “unique qualification(s)” clauses above, it shall notify the Union of the unique qualification(s) upon which it intends to rely at the time it notifies the Union of the layoff or denies bumping rights. The Union will have ten (10) calendar days from the date of notice to file a grievance.

07. Recall

(a) Employees shall be eligible for recall for the length of time they were employed at PVPA up to a maximum of thirty-six (36) months from the effective date of layoff. Professional educators shall not have recall rights until they have achieved just cause protection under Article #. For academic year employees, the effective date is the

beginning of the school year following the layoff notice. Recall rights shall exist to a position(s) that a laid off employee could have transferred or bumped into as outlined in paragraph .05 above

- (b) Employees who are on the recall list shall have the right to continue coverage under the PVPA group health insurance plan to the extent permitted by law, provided that the employee shall be responsible for paying the full monthly premium.
- (c) PVPA shall notify employees of recall by email and certified mail to employees' last known address when it intends to fill a position for which they are eligible for recall. Employees are responsible for notifying PVPA of any change in their contact information.
- (d) Employees notified of a recall opportunity under paragraph (c) of this section shall have ten (10) calendar days from delivery of the notice by mail or email to the employee's last known address/email address to inform PVPA if they want to accept recall to the position. Positions will be offered in order of last laid off, first recalled. If the employee fails to respond within ten (10) calendar days or declines recall, the employee will no longer have a right to recall to that position. An employee who has good cause for failure to respond to a recall notice within ten (10) days shall not displace another employee who accepted recall to the position, but will be allowed to remain on the recall list. An employee who does not accept a recall opportunity of the same or greater percentage of full-time (or hours) from which they were laid off shall be removed from the recall list. An employee who declines recall to a lesser % FT position or fewer hours recall to a position in a different seniority unit than the one from which they were laid off, will remain on the recall list.
- (e) PVPA will give first preference to teachers on the recall list for long term substitute teaching, homework support, or other temporary teaching positions for which they are qualified, and to other employees for any other similar type opportunities for which they meet all qualifications, while they remain on the recall list. Employees shall remain on the recall list whether they accept, decline, or fail to respond to such offers.
- (f) An employee who is unable to accept recall to their former position due to a documented illness or disability or due to the birth or placement of a child shall maintain their position on the recall list. An employee who is unable to accept recall to their former position due to other interim employment will be moved to the bottom of the list.
- (g) When recalled, laid off employees return with all previously earned seniority and all benefits commensurate with such seniority.

ARTICLE 34 **TRANSPORTING STUDENTS**

Employee shall not be required to transport students in their personal vehicles. Employees may be authorized by PVPA to voluntarily transport students in their personal vehicles to or from athletic events, co-curricular or extracurricular activities that fall within the academic day or

extend the school day and that do not include overnight travel or travel between the hours of midnight and 6:00 a.m.

Insofar as permitted by Mass General Laws Chapter 258, Section 9, the School will indemnify any employee eligible for such protection for transporting students in accordance with this provision.

ARTICLE 35 **INTELLECTUAL PROPERTY**

PVPA staff members produce a variety of creative works for classroom use, which include or may include a wide range of instructional materials as well as artistic works, in a variety of media and formats. Regardless of whether such material and works are “works for hire” as a matter of law, both PVPA and the staff members who created the material or works, in whole or in part, shall have the right to professional use of the material or works, including after the staff member has separated from PVPA. Works that are singular objects and that cannot be simultaneously possessed or used by PVPA and the staff member who made them, shall be owned solely by the staff member, provided that they were developed solely by the staff member’s individual effort, expense, equipment, material and time.

ARTICLE 36 **PERSONNEL RECORDS**

01. The Employer maintains a personnel record for each employee. The original record shall not be removed from the Business office.
02. All information in employees’ personnel records will be treated as highly confidential and will be available only to those PVPA administrators with a need or right to know the information, provided that this shall not be construed to impair or limit the Union’s right to information pursuant to M.G.L. c. 150E. No employee’s personnel records will be shared with any third party except with the prior authorization of the employee or if required by law.
03. Employees have the right to review their complete personnel record within five (5) business days of making a request to do so. Employees have a right, without cost, to copies of any materials contained in their personnel record.
04. The Employer shall notify an employee and provide a copy of any information placed in the employee’s personnel record that has been used or may be used, to negatively affect the employee’s qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action.
05. Upon receipt of a student or parent complaint, PVPA shall make a determination within ten (10) school days whether to investigate the complaint. If it decides to investigate the complaint, it will notify the employee that a complaint has been received and is being investigated and provide the employee an opportunity to respond to the complaint as a part

of its investigation process and before any disciplinary action is taken. If PVPA decides not to investigate the allegation within ten (10) school days, the complaint will not be placed in the employee's personnel file and will not be used in the evaluation process or in any disciplinary action.

06. Employees have the right to request the removal or correction of information in their personnel record which is inaccurate or with which they disagree and/or to submit a written response to any such information, which shall become and remain a part of the record as long as the disputed information remains in the record. An employee's non-exercise of this right shall not be construed as agreement with any such information in the employee's personnel record.

ARTICLE 37 BREAK ROOM

The School shall provide a breakroom for employees' use. The breakroom shall have space, table and chairs sufficient to accommodate approximately the same number of people that the current breakroom (i.e., Fall, 2018) can accommodate. It shall have a microwave, refrigerator, coffee maker, phone and bulletin board, a portion of which shall be reserved for the exclusive use of the Union for Union-related material.

ARTICLE 38 PARKING

The School will maintain the current parking area for staff and staff may park in any parking area.

ARTICLE 39 OUTSIDE EMPLOYMENT

Employees may engage in outside employment provided such outside employment does not conflict with their duties and responsibilities with the School and provided further that such outside employment is permitted under the State Conflict of Interest law. (For informational purposes only, additional information about complying with the Conflict of Interest law can be obtained at <https://www.mass.gov/orgs/state-ethics-commission> or 617-371-9500.)

ARTICLE 40 NO STRIKE-NO LOCKOUT

01. It is agreed by the parties that during the terms of this Agreement or any extension thereof, there shall be no strikes, lockouts, stoppages of work, or slow-downs concerning any matter in dispute arising out of this Agreement. Violations of this provision will constitute just cause for discipline.
02. No officer, agent or representative of the Union will institute, authorize or sanction any violation of this Article. The Union will take reasonable action to disavow any violation of this Article by its members and to encourage any employee engaging in such violation to cease and desist.

ARTICLE 41
EXPENSE REIMBURSEMENT

Employees shall be reimbursed for all reasonable expenses incurred for approved, job-related travel in accordance with existing practice and procedures. Mileage will be reimbursed at the current IRS rate.

ARTICLE 42
NOTICES

01. Unless otherwise specified in this Agreement, all notices which PVPA is required to deliver to an employee by this Agreement shall be given to the employee at work, except that, if the employee is absent from work, PVPA may serve the notice by mail sent with U.S.P.S. Delivery Confirmation, at the employee's last known address as it appears in the payroll records of PVPA.
02. All notices which PVPA is required to deliver to the Union by this Agreement shall be delivered to the servicing representative designated by the Local Union by facsimile or email.
03. All notices which the Union is required to deliver to PVPA by this Agreement, unless otherwise specified, shall be delivered to the Executive Director by facsimile or e-mail.
04. Either the Union or PVPA may change the address at which it wishes to receive notices, by providing written notice to the other party in the manner set forth above.

ARTICLE 43
SEVERABILITY

Should any Article or provision of this Agreement be found to be unlawful or in violation of law by any State or Federal Agency or court with jurisdiction, those Articles or provisions will become null and void, but the remainder of this Agreement shall continue in full force and effect. Upon request of either party, the parties agree to negotiate concerning a substitute for the particular provision or portion thereof which is held unlawful or unenforceable.

ARTICLE 44
DURATION

This Agreement will become effective upon ratification by the Union and PVPA Board of Trustees and will continue to remain in full force and effect to and including June 30, 2023. Collective bargaining for a successor agreement may be initiated by either party by written notice to the other party not more than 180 days prior to its expiration. If negotiations are not completed by July 1, 2023, the provisions of this Agreement will remain in full force and effect until a successor agreement is executed.

PIONEER VALLEY PERFORMING ARTS
CHARTER PUBLIC SCHOOL

INTERNATIONAL UNION, UAW,
LOCAL 2322

APPENDIX A

SALARY MATRIX

Step	BA	MA
1	\$ 39,990	\$ 41,975
2	\$ 40,469	\$ 42,492
3	\$ 42,528	\$ 44,654
4	\$ 43,962	\$ 46,160
5	\$ 45,226	\$ 47,487
6	\$ 47,011	\$ 49,362
7	\$ 48,420	\$ 50,841
8	\$ 49,394	\$ 51,864
9	\$ 50,864	\$ 53,407
10	\$ 52,876	\$ 55,520
11	\$ 53,955	\$ 56,653
12	\$ 56,311	\$ 59,127
13	\$ 56,632	\$ 59,464
14	\$ 56,853	\$ 59,696
15	\$ 60,000	\$ 63,000

APPENDIX B

STARTING RATES FOR NON-MATRIX POSITIONS:

Position	Rate
Speech & Language Pathologist Assistant	19.00/hr.
Paraprofessional	15.00/hr
Substitute Teacher	15.00/hr
Paraprofessional – Therapeutic	15.00/hr
Instructional Support Professional	19.00/hr
ELL Coordinator	60,000/year

APPENDIX C

	Name	Dept	Position	Equity Steps
1	Allen, Kate	School Counseling	School Counselor	4
2	Bjorkman, Loris	Academic Support	Teacher	4
3	Bloomfield, Petula	VAPA	Teacher	4
4	Borrero, Elsa	World Language	Teacher	4L
5	Bridge, Martin	VAPA - Visual Arts	Teacher	4L
6	Cox, Jim	History	Teacher	4L
7	Duran, David	World Language	Teacher	4
8	Huggett, Gary	History	Teacher	4L
9	Kaba, Alpha	Dance	Teacher	4
10	Kayser, Karin	ELA	Teacher	4
11	King, Matthew	History	Teacher	4
12	Marini, Roxane	ELA	Teacher - 7/8	3
13	McCarthy, John	Science	Teacher - 7/8	4
14	McClung, Melissa	Theater	Teacher	4
15	Mello, Ken	Math	Teacher	1
16	Newton, Frank	Music	Teacher	4
17	Roy, Rahul	Music	Teacher	4
18	Santorelli, Felice	Dance	Teacher	4
19	Wright, Paul	Math	Teacher	4