

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES

SMITH VOCATIONAL & AGRICULTURAL HIGH SCHOOL

AND

**NORTHAMPTON ASSOCIATION OF SCHOOL
EMPLOYEES
UNIT D**

JULY 1, 2013 – JUNE 30, 2016

CONTENTS

	Preamble	1
	Recognition	1
Article I	Board of Trustees Rights	2
Article II	Savings Clause	2
Article III	Prohibition Against Strikes	2
Article IV	Nondiscrimination Clause	3
Article V	Negotiation Procedure	3
Article VI	Grievance Procedure	4
Article VII	Teacher Classification, Employment & Assignment	6
Article VIII	Evaluation of Teachers	8
Article IX	Duties & Responsibilities of Unit D Personnel	31
Article X	Non-teaching Duties	35
Article XI	Professional Improvement	36
Article XII	Temporary Leaves of Absence	36
Article XIII	Special Leave	39
Article XIV	Substitute and Part-Time Teachers	43
Article XV	School Nurse	44
Article XVI	Use of School Facilities	44
Article XVII	Workers' Compensation	44
Article XVII	Insurance, Annuity Plan and Credit Union	44
Article XIX	Salary Increments	45
Article XX	Department Heads	49
Article XXI	Reduction In Force	50
Article XXII	Salary Schedule	52
Article XXIII	Retirement Credit	52
Article XXIV	Professional Development	53
Article XXV	Drug/Alcohol Free Workplace	54
Article XXVI	Criminal Offender Record Information (CORI) Checks	55
Article XXVII	Entire Agreement Clause Duration	55
Article XXVIII	Duration	55
Article XXVIX	Agency Service Fee	56

CONTENTS (cont.)

Appendix A, B/C, D (MOA) 2010-2011	58-61
Appendix A Salary Schedule Academic	58
Appendix B/C Vocational Dept. Heads, Academic, Dept. Heads , Guidance Personnel, Coaches' Salaries	59
Appendix D Salary Schedule Vocational	60
Appendix E Non-Certified Nurse Salary Schedule	61
Appendix F Sexual Harassment Policy	62
Appendix G Family and Medical Leave Act Policy	65
Side Letter	71

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality and that good morale within the teaching staff of Smith's Vocational & Agricultural High School is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:

1. Under the law of Massachusetts, the Board, elected by the citizens of Northampton, has final responsibility for establishing the educational policies of Smith's Vocational & Agricultural High School.
2. The Superintendent/Director of Smith Vocational & Agricultural High School (hereinafter referred to as the Superintendent/Director) has the responsibility for carrying out the policies so established.
3. The Board of Trustees of Smith Vocational & Agricultural High School has the responsibility for providing education of the highest possible quality.
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchanges of views and information between the Board, the Superintendent/Director and the Northampton Association of School Employees in the formulation and application of policies relating to wages, hours and other conditions of employment for the professional staff, and so:
5. To give effect to these declarations, the following principles and procedures are hereby adopted.

RECOGNITION

For the purpose of negotiations with respect to wages, hours, and other conditions of employment and any questions arising hereunder, the Board of Trustees shall recognize the Northampton Association of School Employees as the exclusive negotiating agent and representative of the following employees at Smith Vocational & Agricultural High School, Unit D:

Vocational Instructors
Vocational Instructors with Special
Education approval
Vocational Shop Department Heads
Academic Teachers
Certified Academic Special Education
Teachers
Physical Education Instructors
Athletic Coaches

Academic Department Heads
Guidance Counselors
Librarians
School Nurse
School Psychologist
Coordinator of Media Services

The above noted employees which comprise Unit D may be referred to herein as Teachers.

ARTICLE I
BOARD OF TRUSTEES RIGHTS

- 1.01 The Board of Trustees is a public body established under, and with the powers provided by, the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall derogate from the powers and responsibilities of the Board of Trustees under the statutes of the Commonwealth or the rules and regulations of the agencies of the Commonwealth.
- 1.02 Except as otherwise provided in this Agreement, the Board of Trustees, whether acting itself or through its statutory agents as defined in the Education Reform Act of 1993, retains all powers, rights, duties, and authority which it had prior to entering this Agreement. The exercise of said powers, rights, duties, and authority shall not be subject to the Grievance Procedure and/or Arbitration.

ARTICLE II
SAVINGS CLAUSE

- 2.01 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect. The parties will meet as soon as possible for the purpose of renegotiating the provision or provisions affected to insure compliance with the law.

ARTICLE III
PROHIBITION AGAINST STRIKES

- 3.01 Employees under this contract shall comply with the conditions set forth in Chapter 150E, Section 9A of the General Laws of the Commonwealth.

ARTICLE IV
NONDISCRIMINATION CLAUSE

- 4.01 In accordance with applicable federal and state laws, the Employer and the Northampton Association of School Employees, Unit D, agree not to discriminate against any Employee covered by this Agreement on the basis of age, gender, race, religion, color, creed, handicap, sexual orientation, national origin, gender identity, place of birth, residence, or marital status.
- 4.02 The Sexual Harassment Policy & Grievance procedure applicable to employees covered by this Agreement is attached as Appendix F.
- 4.03 The Association agrees it will not discriminate against persons covered by this Agreement on account of non-membership in the Association.

ARTICLE V
NEGOTIATION PROCEDURE

- 5.01 During the negotiation, the Board of Trustees and the Northampton Association of School Employees, Unit D will present relevant data, exchange points of views, and make proposals and counter proposals. The Board will make available to the Association for inspection all pertinent public records of Smith Vocational and Agricultural High School. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.
- 5.02 The parties acknowledge that during the negotiations that resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the term of this Agreement, each unqualifiedly and voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though the subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Agreement may not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties. Nothing in this Agreement which changes preexisting Board rules and policies shall operate retroactively. This Agreement constitutes the Board of Trustees' policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy. The Board of Trustees shall amend its rules and policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

Nothing in this Article precludes a mutual change of policy, rules, or regulations which affects wages, hours, or working conditions. Any such agreement reached subsequent to the execution of this contract will be reduced to writing, signed by both parties, and become an amendment to this Agreement.

- 5.03 If any agreement is reached, it will be presented to the Board of Trustees as a joint recommendation of the Superintendent/Director and the Northampton Association of School Employees, Unit D if the matter is one upon which Board action is necessary. If the Board disagrees with such joint recommendation, it will not reject it without further negotiation with the Northampton Association of School Employees, Unit D in a good faith effort to resolve the disagreement.
- 5.04 For the duration of this contract, the Board shall make no change in policy which affects wages, hours, and other conditions of employment without negotiating such change with the Northampton Association of School Employees, Unit D.
- 5.05 Representatives of the Northampton Association of School Employees, designated in advance to the administration, will be notified of all Board of Trustees meetings at the time such notification is given to the Trustees and will be provided with copies of the agenda. In addition, the Association representatives will receive copies of all materials provided to the Trustees in advance of the meeting, including but not limited to, minutes subject to approval, but excluding confidential material, including, but not limited to materials relating to any executive session. If additional materials are distributed to the Trustees at the open meeting, copies will be provided to the Association as well.

ARTICLE VI GRIEVANCE PROCEDURE

- 6.01 DEFINITION. Any claim by the Northampton Association of School Employees, Unit D or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, or violation of any established written policy, shall be subject to the Grievance Procedure.
- 6.02 TIME LIMITS. All time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays and Sundays. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this contract using the normal time limits set out herein the Association may submit the grievance directly to arbitration in accordance with level four of this procedure.
- 6.03. LEVEL ONE. A teacher with a grievance will present it to his/her immediate supervisor in writing either directly or through the Association within thirty (30) days of occurrence or knowledge thereof.

LEVEL TWO. If the grievance is not resolved to the satisfaction of the grievant or the Association within five (5) days after submission at Level One, the teacher or the Association may present the grievance in writing to the Superintendent/Director.

LEVEL THREE. If the grievance is not resolved to the satisfaction of the grievant or the Association within five (5) days after submission at Level Two, the teacher or the Association may present the grievance in writing to the Board of Trustees.

LEVEL FOUR. If the grievance is not resolved to the satisfaction of the Association within ten (10) days after submission to Level Three or five (5) days after the next regularly scheduled meeting of the Board of Trustees, the Association may submit the grievance to the American Arbitration Association for binding arbitration in accordance with their current rules. The decision of the arbitrator shall be final and binding on both parties.

- 6.04 The arbitrator shall hold hearings promptly and unless the time shall be extended by mutual agreement, shall issue his/her award not later than thirty (30) days (including Saturdays, Sundays, and holidays) from the date of the closing of the hearings or the date final briefs are due, as the case may be.

The arbitrator's award shall be in writing and he/she shall have only the power to interpret what the parties to the Agreement intended by the specified clause in the Agreement which is at issue.

6.05 GENERAL PROVISIONS.

1. The Northampton Association of School Employees and the Board of Trustees shall have the right to use in its presentation at any level of this grievance procedure any representative of its own choosing.
2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual necessary travel and subsistence expenses, will be borne equally by the Board of Trustees and the Northampton Association of School Employees.
3. An employee, under this contract may present a grievance to his/her employer and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, provided that the exclusive representative is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of an agreement then in effect between the employer and the exclusive representative.

4. Provided the parties agree, Level One and/or Level Two of the Grievance Procedure may be by-passed and the grievance brought directly to Level Three. However, in those cases, the time limits set forth in Level Four and the time for filing set forth in Level One will apply.
 5. No reprisals of any kind will be taken by the Board of Trustees or the school administration against any teacher because of his/her participation in this Grievance Procedure.
 6. The Board of Trustees and the Administration will cooperate with the Association in its investigation of any grievance, to the extent permitted by state law and further will furnish the Association with such information as is requested for the processing of any grievance.
 7. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
 8. If, in the judgment of the Association, a grievance affects a class or group of teachers, the Association may submit a grievance in writing to the Superintendent/Director directly and the processing of such grievance will be commenced at Level Two and the time for filing set forth in Level One will apply.
 9. All decisions rendered at Levels One, Two and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to the grievant and/or the Association.
- 6.06 When it is necessary for a member of the Association to investigate a grievance, or to attend a grievance meeting or hearing held by the American Arbitration Association during a school day, he/she will be released without loss of pay as necessary in order to permit participation in the foregoing activity.

ARTICLE VII
TEACHER CLASSIFICATION, EMPLOYMENT AND ASSIGNMENT

7.01 TEACHER CLASSIFICATION.

1. Academic Teachers - any teacher involved in teaching academic subjects (English, Math, Science, History, etc.).
2. Vocational/Technical Teachers - any teacher involved in teaching vocational/technical subjects.

3. In any circumstance where no clear cut certification is generally recognized as applicable for a particular bargaining unit position, the Association will be provided with a copy of a job description for the position which will include the certification requirements for the position.

7.02 TEACHER EMPLOYMENT AND ASSIGNMENT. All teachers shall qualify for a position at Smith Vocational and Agricultural High School under the General Laws of the Commonwealth of Massachusetts.

7.03 CHARACTER AND ATTITUDES. All teachers, while in the service of Smith Vocational & Agricultural High School, shall affirm and accept their responsibility to practice their profession according to the highest ethical standards. They shall recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, the promotion of democratic citizenship and the development of vocational and agricultural skills. They shall regard as essential to these goals the protection of freedom to learn and to teach, and the guarantee of equal educational opportunity for all.

7.04 NONDISCRIMINATION. All teaching personnel shall be chosen on the basis of their worthiness without regard to age, gender, race, religion, color, creed, handicap, sexual orientation or national origin, place of birth, residence, or marital status.

7.05 TEACHER APPLICATIONS. Candidates for all positions in Unit D shall apply for a position on the basis of professional and legal qualifications. All letters of application shall be directed to the Superintendent/Director's office.

7.06 EXPERIENCED TEACHERS. Experienced teachers entering Smith Vocational & Agricultural High School may be allowed full credit for previous teaching experience up to five (5) years. Teaching experience beyond the five years acquired in other school systems will be evaluated by the Superintendent/Director.

7.07 PERSONNEL FILES. No material originating after original hiring which is derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had the opportunity to review the material. The teacher will also have the right to submit a written answer to such material, and his/her answer will be reviewed by the Superintendent/Director and attached to the file copy.

A single personnel file will be kept in the Superintendent/Director's Office and will be kept up to date. No other official personnel file shall exist for any employee.

Any complaint against a teacher requires that the teacher must be informed of all details as promptly as possible in order to defend himself/herself. The above information must be furnished by the appropriate administrator.

If a member is to be disciplined or reprimanded by a member of the administration, he/she will be entitled to have a member of the Association present. No teacher with professional teacher status will be disciplined, receive a written reprimand, be reduced in rank or salary, suspended or terminated without just cause.

No school nurse with three or more years of service will be disciplined, receive a written reprimand, be reduced in rank or salary, suspended or terminated without just cause.

7.08 CONTINUING APPOINTMENTS. All members of the bargaining unit who have achieved professional teacher status as defined in Chapter 71, Section 41 of the General Laws shall be subject to the laws regarding continuing appointments.

7.09 TERMINATING POSITION. Teachers shall agree not to leave their positions during the school year for another position except under extraordinary circumstances which may be sufficient reason for cancellation of the contract in which case, thirty (30) days' notice shall be given to the Superintendent/Director.

7.10 VACANCIES IN SYSTEM.

- A. Notice of any new position and vacancies will be posted fifteen (15) calendar days, exclusive of school year vacation periods, prior to the close of applications to enable all qualified teachers or coaches to have an equal opportunity to apply. During July and August, all teachers will be notified of vacancies by SVAHS e-mail. No other notification of vacancies will be provided unless a faculty member has submitted, no later than the last day of the school year, stamped, self-addressed envelopes, along with a written request that he/she be given written notification of vacancies.
- B. Candidates for positions covered by this Agreement shall apply to the Superintendent/Director. Formal written application shall then be made on forms appropriate to the position sought.
- C. In the event that there are several equally qualified individuals for a position as determined by the Superintendent/Director, preference will be given to teachers currently employed by the Trustees.

ARTICLE VIII EVALUATION OF TEACHERS

8.01 Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary

Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

- B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

8.02 Definitions (* indicates definition is generally based on 603 CMR 35.02)

- A) *Artifacts of Professional Practice: Products of an Educator's work and student work samples (up to three (3) pieces of evidence for each standard) that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice at least ten (10) minutes in length and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) *District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are locally bargained and comparable across grade or subject level district-wide. These measures may include, but shall not be

limited to: portfolios, approved commercial assessments, and district-developed pre and post unit and course assessments, and capstone projects.

- F) *Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

- G) *Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS assigned to teach a new subject.
 - ii) Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) Improvement Plan shall mean a plan developed by the Evaluator of at least thirty (30) school days and no more than one (1) school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include recommended activities during the summer preceding the next school year

- H) *DESE: The Massachusetts Department of Elementary and Secondary Education.

- I) *Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

- J) *Evaluator: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
 - i) Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation. The Primary Evaluator will take

- under consideration an Educator's request relative to the Supervising Evaluator.
- ii) Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the Primary Evaluator or his/her designee. The Primary Evaluator will take under consideration an Educator's request relative to the Supervising Evaluator.
 - iv) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - v) Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
 - vi) Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- K) Evaluation Cycle: A five-component process that all Educators follow consisting of
- 1) Self-Assessment;
 - 2) Goal-setting and Educator Plan development;
 - 3) Implementation of the Plan;
 - 4) Formative Assessment/Evaluation; and
 - 5) Summative Evaluation.
- L) *Experienced Educator: An educator with Professional Teacher Status (PTS).
- M) *Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) *Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both.

This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

- O) *Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) *Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) *Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance expected by July 2012.
- S) *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten (10) minutes in length by the Evaluator and may include examination of artifacts of practice including student work. For this contract, the Board will accept no video observations with the proviso that the primary evaluator and the teacher can agree to use a video as a teaching tool for the teacher, but the video will not be used as a basis for the evaluation. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) Parties: The parties to this agreement are the Smith Board of Trustees and the Northampton Association of School Employees (Unit D).
- U) *Performance Rating: Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

- V) *Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) *Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from DESE, expected by July 2012.
- Y) Rating of Overall Educator Performance: The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)

- Z) *Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consist of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four (4) levels of performance for each element
- AA) *Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) *Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) *Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) *Trends in student learning: At least three (3) years of data resulting from tests reflecting curriculum that has been in place for two (2) years, from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

8.03 Evidence Used in Evaluation

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts

Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

B) Judgments based on observations and artifacts of practice including:

- i) Unannounced observations of practice of at least ten (10) minutes
- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
- iii) Examination of Educator work products.
- iv) Examination of student work samples.

C) Evidence relevant to one or more Performance Standards, including but not limited to:

- i) Evidence compiled and presented by the Educator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student Feedback – see # 23- below; and
- v) Any other relevant evidence from any identified source that the Evaluator shares with the Educator. Other relevant evidence cannot include non-evaluative administrative practices such as walkthroughs and observations by anyone other than the assigned evaluator that did not result in upheld disciplinary action.

8.04 Rubric

The rubrics are a tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district will use the rubrics provided by DESE

8.05 Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, the District shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by DESE and feedback from District Educators.
- B) By November 15th of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by DESE and feedback from district Educators.

8.06 Evaluation Cycle: Annual Orientation

At the start of each school year, the superintendent, principal or designee trained in the evaluation procedure shall conduct a meeting for all Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee trained in the evaluation procedure shall:

- A) Provide an overview of the evaluation process, including goal setting and the educator plans.
- B) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- C) Provide the content of this meeting in digital format to facilitate orientation of Educators hired after the beginning of the school year.

8.07 Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment

- by October 1st or within four (4) weeks of the start of their employment at the school.
- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - 1st: At least one (1) goal directly related to improving the Educator's own professional practice.
 - 2nd: At least one (1) goal directed related to improving student learning.
- B) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - ii) For Educators in their first year of practice, the Evaluator or his/her designee trained in the evaluation procedure will meet with each Educator by October 1st [or within four (4) weeks of the Educator's first day of employment if the Educator begins employment after September 15th] to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
 - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
 - iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
 - v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

8.08 Evaluation Cycle: Goal Setting and Development of the Educator Plan

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.

Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after DESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within five (5) school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

8.09 Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS

- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one (1) announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least three (3) unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least two (2) unannounced observations during the school year.

- ii) The Educator may request an announced observation during the school year.

8.10 Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS –The Educator whose overall rating is proficient or exemplary must have at least one (1) unannounced observation during the evaluation cycle. An additional unannounced observation will occur within a reasonable period of time if requested by the Educator or Evaluator. Upon request, a PTS teacher will be granted an announced observation.

- A) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two (2) unannounced observations. An additional unannounced observation will occur within a reasonable period of time if requested by the Educator or Evaluator.
- B) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one (1) year, shall there be no fewer than one (1) announced and four (4) unannounced observations. For Improvement Plans of six (6) months or fewer, there must be no fewer than one (1) announced and two (2) unannounced observations. An additional announced and/or unannounced observation will occur within a reasonable period of time if requested by the Educator or Evaluator.

8.11 Observations

The Evaluator's first observation of the Educator shall take place by November 15. Observations required by the Educator Plan shall be completed by May 15th. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. Although all the indicators must be addressed, the primary focus of the observations will be on the indicators and elements agreed-upon in the educator plan. Barring any extenuating circumstances, observations will not occur on the day before or after a vacation period.

- A) Unannounced Observations
 - i) Unannounced observations may be in the form of partial [at least ten (10) minutes] or full-period classroom visitations by the Evaluator.
 - ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, or mailed to the Educator's home. A follow-up face-to-face conversation will be held within five (5) school days or a mutually agreed-upon date and time at the request of the Educator or the Evaluator.
 - iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the

first time must be followed by at least one (1) observation of at least thirty (30) minutes in duration within thirty (30) school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the request of the Educator and/or the Evaluator shall have at least one (1) Announced Observation.
 - (a) The Educator and Evaluator together shall select the date and time of the lesson or activity to be observed and discuss any specific goal(s) for the observation.
 - (b) Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - 1st: The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - 2nd: The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within twenty-four (24) hours if possible.
 - (d) The Evaluator shall provide the Educator with written feedback within five (5) school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - 1st: Describe the basis for the Evaluator's judgment.
 - 2nd: Describe actions the Educator should take to improve his/her performance.
 - 3rd: Identify support and/or resources the Educator may use in his/her improvement.
 - 4th: State that the Educator is responsible for addressing the need for improvement.
- ii) Upon request, a PTS teacher will be granted an announced observation.

8.12 Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice with focus on those as set forth in the Educator Plan.
- B) Formative assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment Report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment Report is replaced by the Formative Evaluation Report at the end of year one. See Section 13, below.
- C) The Formative Assessment Report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, with primary emphasis on the Educator Plan.
- D) No less than two (2) weeks before the due date for the Formative Assessment Report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment Report and provide a copy to the Educator. All Formative Assessment Reports must be signed by the Evaluator and delivered face-to-face or to the Educator's home.
- G) The Educator may reply in writing to the Formative Assessment Report within five (5) school days of receiving the report.
- H) The Educator shall sign the Formative Assessment Report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- D) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment Report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

8.13 Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation Report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation Report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan,-performance on each performance standard and overall with primary emphasis on the Educator Plan.
- C) No less than two (2) weeks before the due date for the Formative Evaluation Report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four (4) Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation Report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face or to the Educator's home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation Report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation Report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- H) As a result of the Formative Evaluation Report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation Report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

8.14 Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a Summative Evaluation Report. For Educators on a one (1) or two (2) year Educator Plan, the Summative Evaluation Report must be written and provided to the Educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the Primary Evaluator shall determine the overall summative rating that the Educator receives.
- D) For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's Supervisor shall discuss and review the rating with the Evaluator and the Supervisor shall confirm or revise the Educator's rating.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation Report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation Report shall recognize areas of strength as well as identify recommendations for professional growth.

- D) The Evaluator shall deliver a signed copy of the Summative Evaluation Report to the Educator face-to-face or to the Educator's home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation Report.
- M) The Educator shall sign the final Summative Evaluation Report by June 15th. The signature indicates that the Educator received the Summative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation Report.
- O) A copy of the signed final Summative Evaluation Report shall be filed in the Educator's personnel file.

8.15 Educator Plans – General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one (1) goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one (1) goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

8.16 Educator Plans: Developing Educator Plan

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

8.17 Educator Plans: Self-Directed Growth Plan

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2014-2015 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year two (2).
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2014-2015 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

8.18 Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

8.19 Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than thirty (30) school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one (1) school year, the Improvement Plan may include recommended activities that occur during the summer before the next school year begins
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Primary Evaluator will take under consideration an Educator's request relative to the Supervising Evaluator. The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator, unless special circumstances warrant it.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Northampton Association of School Employees (Unit D) attend the meeting(s).
 - iii) The Northampton Association of School Employees (Unit D) will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;

- iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator, and other individuals agreed upon by the parties who shall assist the teacher in the process of carrying out the plan.
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of four decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

8.20 Timelines (Dates in italics are provided as guidance)

Activity:	Completed By:
Superintendent or principal or designee trained in the evaluation procedure meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator completes first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator completes mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

- i) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

8.21 Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2014-2015, whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

8.22 Rating Impact on Student Learning Growth

DESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

8.23 Using Student feedback in Educator Evaluation

DESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

8.24 Using Staff feedback in Administrator Evaluation

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

8.25 Transition from Existing Evaluation System

- A) The parties agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this “Agreement. All educators will be placed initially on a Two-Year Self-Directed Growth Plan. Those Educators deemed “Caseload” educators (e.g. counselors, nurses, etc.) will remain under the current evaluation system until evaluation language for those educators has been completed and ratified by the parties.
- B) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

8.26 General Provisions

- A) Only individuals who are licensed as professionals in their field and trained in the evaluation procedure may serve as evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator’s performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator’s ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of needs improvement or unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures two (2) times during the first year and annually through the second and third years of implementation and recommend adjustments to the parties. In the first year, the team will meet between February 1 and February 15, 2014; and again at a mutually-agreed date in June. The parties agree to reconvene to negotiate any adjustments to the contract recommended by the team.
- F) Violations of this article are subject to the grievance and arbitration procedures.

ARTICLE IX
DUTIES AND RESPONSIBILITIES OF UNIT D PERSONNEL

- 9.01 Each teacher should exercise his or her employment in a manner consistent with the highest ideals of professional service.
- 9.02 All teachers shall familiarize themselves with his/her contract and perform all duties according to this contract. Upon execution of this Agreement, the Agreement will be posted to the SVAHS website and/or shared file.
- 9.03 HOURS OF DUTY
 - A. All teachers are to be in their respective rooms ready to receive pupils fifteen (15) minutes before the hour of commencing school, and to remain fifteen (15) minutes after the session; however, the foregoing shall not relieve teachers from faculty, department and committee meetings, parent conferences, open house, extra help for pupils and evening meetings related to school programs.
 - B. Curriculum/In Service Days with released time and at which attendance is mandatory for all teaching personnel will be held as needed.
 - C. Work Year
 - 1. The employee work year will be one hundred eighty-five (185) days, scheduled for the period of Wednesday and Thursday before Labor Day (a workday shall not be scheduled for the Friday before Labor

Day) and the last day of June, of which one-hundred eighty (180) days shall be instructional days for students, one (1) orientation day immediately prior to the opening of the school, two (2) days for curriculum or professional development (one (1) such day to be split into one-half (1/2) day for classroom preparation and one-half (1/2) day for professional development, and two (2) professional days. In addition, five (5) days may be scheduled as emergency days which will be removed from the calendar if none are used.

2. Sunday Open House to count as one (1) professional day.
 3. A Joint Labor Management Committee will meet for the purpose of discussing the use of professional days. The Committee will have advisory capacity only, and the right to schedule the days and to determine the work to be performed on that day will remain in the sole discretion of management. The list of potential activities for professional days generated in negotiations will form the basis for the Joint Committee's discussions, as well as management's determination of the work to be performed.
- D. The school nurse will be compensated at his/her per diem rate for ten (10) additional days beyond the regular work year set out in Section 9.03(c)(1). These additional days will generally be scheduled in the following manner: up to five (5) days after the conclusion of the regular work year and up to five (5) days prior to the beginning of the work year.
- E. A newly-hired teacher shall be required to attend one (1) seven- (7) hour orientation day prior to September 1 for which the teacher shall be paid one hundred fifty dollars (\$150.00). In addition, a newly-hired teacher shall be required to attend three (3) orientation sessions after school. Additional sessions may be scheduled at which attendance is voluntary. Administration agrees to make every effort to compensate attendees for these sessions at twenty-five dollars (\$25.00) an hour.
- F. Teachers who apply for and perform authorized curriculum development work outside of the regular work day/work year will be compensated at the rate of \$30 per hour for the 2013-2014 contract year, and \$35 starting with the 2014-2015 contract year.
- G. Five (5) faculty meetings may be extended to 4:30 p.m. for the purpose of professional development and collaboration between the faculty and departments.
- 9.04 ABSENCES. It shall be the duty of the teacher in time of sickness to notify the Principal/Assistant Director/Vocational Director or his/her designee as early as possible that he will be unable to attend to his/her duties, so that a substitute may be provided.

- 9.05 LEAVING PREMISES. Teachers may leave the school premises during a preparation period after notifying the Principal/Assistant Director/Vocational Director's office. The amount of time out of the building should not exceed the length of a teacher's preparation period.
- 9.06 EMERGENCY SCHOOL CLOSING. Whenever a school is closed during a term because of inclement weather or for any other reason, the teachers shall do any other work that may reasonably be expected of them under the direction of the Superintendent/Director.
- 9.07 STUDENT RECORDS. Student records shall be kept and revealed in accordance with the provisions of Chapter 71, Section 34D, E, and F, of the General Laws.
- 9.08 DETAINING STUDENTS. For the purpose of study or discipline, teachers may require pupils to remain after school thirty minutes, if necessary. Any student entitled to free bus transportation shall be given one day's notice to enable the pupil to arrange for other transportation.
- 9.09 INVENTORY. Teachers will make every reasonable effort to preserve and care for textbooks, apparatus, and other school property furnished for the use of their pupils. When requested by the Superintendent/Director, Principal/Assistant Director, Vocational Director, Head of Department, they shall report the number of each kind of books on hand, the number needed for the ensuing year; also the amount and kind of supplies required. In case of mutilation, defacement, or loss of a school book by a pupil, disciplinary action will be taken by the teacher.
- 9.10 SUSPENSION OF STUDENTS. Any teacher may recommend the suspension of a pupil for flagrant misconduct, provided that the suspension would be permissible under the disciplinary policy for students. The Principal/Assistant Director/Vocational Director or his/her designee may take the necessary steps to carry out the suspension.
- 9.11 SCHOOL PROPERTY. Teachers shall be held responsible for the order and neatness of their respective rooms. When damage is done to school property, they shall file prompt notice to the Superintendent/Director. This does not imply that teachers will perform custodial duty.
- 9.12 TEACHER MEETINGS. It shall be the duty of the teacher to attend all meetings called by the Superintendent/Director, Principal/Assistant Director, Vocational Director, or Head of Department. Teachers will be given timely written notice of any meetings called by the Superintendent/Director. Meetings will not exceed one (1) hour in duration. A monthly notice of established meetings will be posted.
- a. Teachers will be compensated for attendance at IEP Team Meetings held before or after the regular teacher work year or workday. Teachers will be

compensated at the rate of \$25.00 per hour. An event sign-in sheet will be used to document attendance and signed off by the Team Chairperson.

9.13 PREPARATION PERIOD.

A. Every reasonable effort will be made to grant vocational/technical teachers an average of one (1) preparation period per day. In the event it is not feasible to grant an average of one (1) preparation period per day, the vocational/technical teacher shall be compensated at the rate:

FY14	\$1219
FY15	\$1243
FY16	\$1268

B. Academic teachers will have one preparation period during which they will not be assigned to other duties.

C. Section 9.13 A & B apply only to teachers and do not apply to:

Guidance Counselor
School Adjustment Counselor
Team Chairperson

9.14 A. When teachers are called upon to cover classes after the senior class terminates its academic/shop year, teachers who had senior classes will be called first.

B. The Principal will make every effort to keep non-teaching duties, including supervision on school grounds, cafeteria, corridors, sidewalks and buses at a minimum. However, teachers may be assigned a non-teaching duty, provided that the preparation period and the duty-free lunch are not affected. Necessary assignments will be made on an equitable basis among all available faculty, and duty assignment rosters will be posted for the information of all teachers.

1. The Principal will solicit volunteers to cover daily lunch duty. Effective for the 2002-2003 school year, a volunteer will be paid \$500 per semester for daily lunch duty. If no teacher volunteers, or if a volunteer is unavailable on any given day, the Superintendent/Director, Principal/Assistant Director, Vocational Director or designee, reserves the right to assign a teacher to cover lunch duty. Temporary or emergency coverage will not be a paid duty. In the event that campus monitors go into effect, the Board reserves the right to discontinue this stipend.

9.15 LUNCH PERIOD. Teachers will have a duty-free lunch period of at least the length of a regular student lunch period. The parties agree and acknowledge that

due to emergency medical problems, the duty-free lunch period for the School Nurse may be interrupted.

- 9.16 PROTECTIVE CLOTHING. If any member is required to wear special protective clothing or device as a condition of employment, such clothing or device shall be furnished by the Employer. Excluded are safety shoes and prescription safety glasses. However, the Board agrees to provide one (1) replacement prescription safety glasses during the term of this Agreement upon receipt of appropriate receipts.
- 9.17 Teachers will be notified prior to June 30th of the preceding school year of their assignments for the next year, including grade level and the subjects they will teach and any special or unusual circumstances that apply. This provision or any necessary subsequent change to a teaching assignment shall not be subject to the arbitration clause.
- 9.18 CLASS SIZE. The parties agree that every effort will be made to provide for equitable class size and distribution of the students among the teachers in a given program or department. This provision will not be subject to the grievance and arbitration clause. With the expressed understanding that what is reasonable for specialized and non-specialized classes will differ.

9.19 LESSON PLANS

Effective October 1, 2006, teacher instruction shall be guided by written subject area curriculum and lesson plans. Critical elements of a lesson plan shall include a statement of objectives, a description of the tasks to be done by the teacher and students for that lesson, a description of the assessment used to ascertain attainment of the objectives and students' mastery of the materials covered, and the alignment of the lesson to related state-approved standards and frameworks. The Board of Trustees shall make available to teachers a lesson plan format on computers within the school and on their home computer, which a teacher may use to fulfill this responsibility. However, such computer-generated lesson plans are not mandatory.

- 9.20 All job descriptions will be posted on the official SVAHS website including the stipend for the position. The District agrees to notify the Association prior to any changes in the job descriptions.

ARTICLE X
NON TEACHING DUTIES

- 10.01 SPECIAL ASSIGNMENTS. In addition to teaching and supervision, each teacher is subject to assignments of reasonable added professional responsibilities by the Superintendent/Director. The following are not professional duties:

- A. Checking and collecting student fees, health forms, insurance forms, and library books.

NOTE: The teacher will be responsible for initial distribution and collection of forms only and will not be required to conduct follow-ups.

- 10.02 EXTRA-CURRICULAR ACTIVITIES. Teachers will be responsible for extra-curricular activities on a voluntary basis. All extra-curricular activities shall be posted for the benefit of the whole faculty fourteen (14) days, exclusive of school year vacation periods, prior to any appointment. Positions posted during the summer recess will be posted for thirty (30) days.
- 10.03 DUTY NOT RELATED TO TEACHING. Any vocational/technical teacher who is required to perform a duty not related to teaching shall be compensated at his/her current per-diem rate.

ARTICLE XI PROFESSIONAL IMPROVEMENT

- 11.01 CONVENTION POLICY. It is agreed that teachers should attend as many professional conferences as possible to maintain awareness of current trends in education and promote professional growth. Teachers will be reimbursed for the reasonable expenses (including fees, meals, and transportation) incurred by them when they attend workshops, seminars, conferences, or other professional improvement sessions at the request of and/or with the advance approval of the Superintendent/Director.
- 11.02 VISITING DAYS. Teachers may apply to Superintendent/Director for up to two (2) visiting days each year for visiting schools or other appropriate sites in Northampton or elsewhere. The Superintendent/Director must be consulted at least two (2) days before the proposed visit. Prior approval of the Superintendent/Director must be obtained prior to making the visit. Teachers may be required to submit a report of such visits. Teachers should include in their budget projected visiting days expenses. These days will be granted on the basis of their importance to the school.

ARTICLE XII TEMPORARY LEAVES OF ABSENCE

- 12.01 SICK LEAVE
 - A. Full-time teachers shall accumulate sick leave days at the rate of 1 1/4 days for each month worked during their contract year. Unused sick leave days will accumulate without limit.

Teachers will be credited in advance with the full year's sick leave entitlement on the first day of the school year, provided that they are present for and work the first day of the work year. This amount will be prorated for teachers who begin employment at mid-year or who may be absent due to unpaid leave.

Employees who leave employment and who have used such advanced leave in excess of that which they would have accumulated (earned) by the above formula, through the date of termination, will have the amount of unearned (but used) sick leave deducted from their final check.

- B. Absence from work due to illness of the employee will be charged against that employee's accumulated sick time.
- C. The employee may use up to ten school days of his/her accumulated sick leave during each school year for illness of a member in the employee's immediate family. This shall not be construed to mean a continuing absence but an emergency type of situation.
- D. Any teacher whose personal illness extends beyond the period compensated by Sections B and C above will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
- E. The Superintendent/Director or Board of Trustees upon request will be furnished with a medical certificate in the case of extended absence or unusual circumstances.
- F. A teacher who has had at least ten (10) years of service at Smith Vocational & Agricultural High School and who, because of a continuous serious illness exhausted his/her sick leave, must apply to the Superintendent/Director for an advance of up to twenty (25) working days prior to proceeding to the Sick Leave Bank. This leave, if granted, can only be utilized prior to applying for the Sick Leave Bank.
- G. Employees covered by this Agreement may participate in the established Sick Leave Bank in effect for Smith School employees. It is understood that the decisions of the Sick Leave Bank Committee are not subject to the grievance and arbitration provisions of this Agreement. All paid leave provided under this Article must be utilized prior to applying for the Sick Leave Bank.
- H. Quarantine/Isolation Leave
 - 1. If a teacher is directed by his/her administrator or by his/her physician to be absent from work due to the possibility that he/she, although not sick, may have been exposed to a contagious disease,

he/she shall be placed on paid administrative leave. This is subject to the following requirements:

- a. If it is a physician's order, then the physician must provide a detailed written certification as to the reasons for the absence, length of absence, need for treatment and other pertinent information.
 - b. The employee must follow any directive issued for appropriate care during the absence.
 - c. The employee must provide a physician's certification of fitness to work.
2. If the teacher does not meet any one of the above conditions, then the teacher shall not be on paid administrative leave, but rather shall have such absences deducted from his/her sick leave.

12.02 BEREAVEMENT LEAVE. In the event of the death of a spouse, parent, or child, paid leave of up to five (5) working days of said leave will be granted.

In the event of a death of a member of the immediate family of an employee, the employee will be granted paid leave of up to three (3) working days. Immediate family is defined as employee's step-parent, foster parent, step-child, foster child, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law and sister-in-law and relative residing in household.

The entitlement to leave, as outlined above, applies to consecutive scheduled working days within five (5) days of the date of one of the following:

- a. the death of the family member
- b. the funeral of the family member
- c. the memorial service of the family member

In the case of the death of the employee's following relatives, one (1) day of paid leave shall be allowed: aunt, uncle, niece, nephew, cousin.

In the event of the death of a non-relative living in the household, the employee will be granted one (1) day of bereavement leave to be deducted from sick leave.

With the consent of the Department Head and providing it will not impair/reduce the effective delivery of services, an employee scheduled to work may be granted up to four (4) hours of paid leave to attend the services of a deceased co-worker.

- 12.03 DEATH BENEFIT. In the case of the death of a teacher, his/her estate shall receive the amount of money equal to the unused balance of his/her accrued sick leave, based on 1/200th of his/her current salary.
- 12.04 PERSONAL LEAVE. Up to two (2) days of personal leave will be allowed per year for each full-time member of the teaching staff, without need for explanation of reasons. These days may not be taken on a day preceding or following a vacation or holiday. Exceptions to the latter limitation may be approved by the Superintendent-Director, at his/her discretion, for extenuating and documented circumstances. Such requests will be filed directly with the Superintendent-Director.

Any unused person days in any contract year will be carried over to the following contract year, up to a maximum of four (4) in any contract year.

One (1) additional day of personal leave will be allowed per year, upon prior application and with the prior approval of the Superintendent-Director. If such day is to be used for religious leave, it will be granted without further explanation. Otherwise, approval of said day will be limited to circumstances such as closing on a house, court appearances, or household emergency, or other imperative personal business obligations that could not effectively be conducted outside of school hours.

Up to a total of three (3) days in any school year will be allowed for religious observance. These days will be deducted from either sick or personal leave. The teacher will notify the Business Office which deduction she/he prefers.

A teacher will give written notice of a personal day to the Superintendent-Director using the request forms at least twenty-four (24) hours before the personal day is taken except in case of an emergency, when notification (and, if necessary, approval) may be made by telephone to be followed by written notice.

ARTICLE XIII SPECIAL LEAVE

- 13.01 All teachers returned from leaves of absences granted in this article shall, upon request, be restored to the position they held at the time the leave was granted, provided such position is still in existence.

All benefits to which a teacher was entitled at the time his or her leave of absence commenced, including unused accumulated sick leave, will be restored upon his/her return. Sick leave, however, cannot be accumulated during a special leave of absence.

- A. MATERNITY/ADOPTIVE/PARENTAL LEAVE. Will be as provided by M.G.L. Chapter 151B, Section 4 (1) and Chapter 149, Section 105D or by

the Family Medical Leave Act of 1993, under the provisions of Article 13.02 below, at the election of the teacher.

1. In addition to the leave to which a teacher is entitled as outlined above, the teacher may request unpaid leave outlined below:
 - a. For the birth/adoption of a child which occurs during the period of July 1 through January 1, the teacher may request an unpaid leave through the end of the school year.
 - b. For the birth/adoption of a child which occurs during the period of January 1 through June 30, the teacher may request an unpaid leave through the end of the school year or through the end of the following school year.
 - c. If the teacher desires such unpaid leave, he/she must give written, irrevocable (barring extraordinary circumstances such as the death of the child) notification to the Superintendent/Director no later than ninety (90) days prior to the due date or projected adoption date.
 - d. The teacher must provide the Superintendent/Director with a written notice of his/her intention to return to work on the expected return date no later than April 15 immediately preceding the return date. Failure to provide such notification by April 15 shall be considered a resignation of the teacher's position, and the District may take steps to hire a replacement for the teacher.

B. SABBATICAL LEAVE FOR STUDY OR TRAVEL. Teacher who has achieved professional teacher status teachers who have served seven (7) years at Smith Vocational & Agricultural High School may, upon the recommendation of the Superintendent/Director and with the approval of the Board, be granted leave of absence for study or travel upon the following conditions:

1. Not more than one member of the teaching staff shall be sent on sabbatical leave at one time.
2. Request for sabbatical leave must be received by the Superintendent/Director in writing in such form as may be required by the Superintendent/Director no later than December 31 of the year preceding the school year in which the sabbatical leave is requested.

3. Teachers on sabbatical leave will be paid at 3/4 of the annual salary rate, provided that such pay when added to any program grant shall not exceed the teacher's full annual salary rate.
4. The teacher must file with the Board a written agreement to remain in the service of the Board for one full year in the event of a half year's leave or two full years in the event of a full year's leave. If a teacher resigns within the year of the two-year period following the sabbatical, the teacher will refund to the City the sum of money proportionate to the unfulfilled period of time agreed to above.
5. Teachers granted sabbatical leaves of absence are required to report twice each semester to the Superintendent/Director. This report must indicate the extent of the study of school systems either at home or abroad in case of sabbatical leave for travel, or the nature of the courses taken at a university and the application of these to the work of the individual concerned in the case of sabbatical leave of absence for study. If reports are unsatisfactory, the leave may be terminated by the Board at any time upon the recommendation of the Superintendent/Director.
6. In the case the number of applications shall exceed one; selections shall be made in accordance with the following principles:
 - a. The needs of the school system.
 - b. The length of service preference to be given to those longest in the service.
 - c. Distribution by departments, care being taken that the number from any department should not be comparatively excessive.
 - d. Nature of service, provision being made that the benefits of such leave of absence shall be distributed as fairly as possible.
7. Regular annual increments shall be given for the time of leave, the same as for service in the school.
8. A teacher may not be granted a second sabbatical leave of absence until seven (7) years after the date of return of the first leave.
9. The School Nurse will be eligible for sabbatical leave to the extent provided by statute.

C. TEMPORARY LEAVE OF ABSENCE. Military leave will be granted according to the provisions of Chapter 33, Section 59 of the General Law of the Commonwealth of Massachusetts.

D. EXTENDED LEAVE OF ABSENCE.

1. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Board of Trustees.
2. After five (5) years' continuous employment at Smith Vocational and Agricultural High School a teacher may be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
3. Other leave of absence without pay may be granted by the Board of Trustees.
4. Employees will not suffer loss of pay, sick leave, or personal days for subpoenaed court appearance.

E. JURY DUTY. An employee in the bargaining unit who serves on jury duty will continue to receive his/her regular pay from the City, provided the employee's supervisor certifies on the payroll that the employee is absent for jury duty. When payment by the court for such jury duty is made, such payment exclusive of travel or any other allowances, shall be refunded to the City by the employee in the following manner: the employee shall present to the Superintendent/Director's office either the check from the court endorsed over to the City of Northampton or a certification from the court as to the amount paid together with employee's personal reimbursement to the City.

An employee on jury duty shall be considered as being employed Monday through Friday.

It will be the responsibility of an employee who has been informed that his/her services will not be required on the following day to notify the School Department in time to cancel the need for a substitute.

13.02 The parties hereby agree to incorporate by reference the City of Northampton's policy on Family and Medical Leave, attached hereto as Appendix G, established pursuant to the Federal Family and Medical Leave Act, with the understanding that any benefit which may be established pursuant to this Agreement which is in addition to that available under the Family and Medical Leave Act (for example,

short term family sick leave, leave for less than full time employees, or eligibility for sick leave bank coverage) will not be limited by this policy.

ARTICLE XIV
SUBSTITUTE AND PART-TIME TEACHERS

- 14.01 A substitute teacher will be eligible, after ninety-one (91) consecutive workdays at the same assignment, to be part of the bargaining unit. Such substitute teacher shall be placed by the Superintendent/Director on the salary schedule and will not be eligible for any other benefits.

The parties also agree that the Superintendent/Director will notify the Association of any appointment of a substitute teacher for forty-five (45), but not more than ninety (90) workdays.

- 14.02 After any substitute teacher has been substituting in the same position for more than three (3) consecutive days, said substitute shall be expected to assume and fulfill all the clerical and professional duties of the regular teacher.

14.03 REGULAR TEACHERS AS SUBSTITUTES.

1. No teacher shall be asked to substitute for another except in case of emergency and to the extent possible within the limitation of providing the most effective schedule for the pupils. Procedure for the assignment will be a rotating alphabetical roster. An emergency is understood to be no more than one day in duration. In those cases where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute during his/her preparation time, said teacher shall be paid twelve dollars and fifty cents (\$12.50) for each period substituted. Such arrangements will be made by the Superintendent/Director.
2. Teachers who volunteer or are assigned to substitute for a coach or club advisor when said sport activity or club begins before the end of the regular school day will be paid twelve dollars and fifty cents (\$12.50) for each period substituted, pro-rated for a half period (\$6.25).
3. If in the case of a shop instructor's absence a qualified shop person is not available, a substitute to relieve the related instructor will be hired, thus leaving the related instructor free to assume the duties in the shop.

14.04 PART-TIME TEACHERS.

- A. Part-time teachers may have a partial schedule every day or a full schedule certain days only. Part-time will be pro-rated for purposes of salary, service credit and benefits.

- B. Part-time teachers who are required to attend curriculum days, workshop days, or meetings held before or after their professional duties will be compensated on an hourly rate based on their regular salary for the actual time worked.

ARTICLE XV
SCHOOL NURSE

- 15.01 The following provisions of this Agreement shall not apply to the School Nurse: 7.01, 7.06, 7.08, 9.05, 9.08, 9.13, 9.14, 10.01, 10.03, 14, 19.03, 19.04, 19.05, 21.

ARTICLE XVI
USE OF SCHOOL FACILITIES

- 16.01 USE OF BUILDINGS. The Northampton Association of School Employees will have the right to use school buildings without cost at reasonable times for meetings. The Superintendent/ Director will be notified in advance of the time of all such meetings. Request for such use must be made and approved by the Superintendent/Director.

ARTICLE XVII
WORKERS' COMPENSATION

- 17.01 Workers' Compensation shall be in accordance with the General Laws of Massachusetts, Chapter 152, Section 69. An employee who is entitled to any sick leave allowance may take such of his/her sick leave allowance as when added to the amount of any disability compensation herein provided will result in the payment to the employee of his/her full salary or wages.

ARTICLE XVIII
INSURANCE, ANNUITY PLAN AND CREDIT UNION

- 18.01 GROUP LIFE AND HEALTH INSURANCE. Any teacher is eligible for enrollment in any insurance plan whether life or health offered to the employees of the City of Northampton. During the term of this contract, the employer agrees to pay at least 50% of health and life insurance premiums for plans offered to employees of the City of Northampton, except that, effective July 1, 2001, the employer agrees to pay eighty-five (85%) [eighty percent (80%) effective July 1, 2002] of the premiums for hospital and medical coverage in the City of Northampton's group health insurance maintenance organization plan.

The employer agrees to raise the current life and accidental death and dismemberment policy amount from \$2000 to \$5000 effective July 1, 2002, or when all bargaining units have executed a collective bargaining agreement with the City and School Department, whichever is later.

Dental Insurance: Effective July 1, 2001 the employer agrees to implement a voluntary Dental Plan.

Flexible Spending Account: Effective July 1, 2001 the Committee agrees to implement a voluntary Flexible Spending Account.

- 18.02 ANNUITY PLAN. Teachers will be eligible to participate in a "tax-sheltered" annuity plan established pursuant to the United States Public Law No. 87-370.
- 18.03 GROUP HEALTH ACCIDENT INSURANCE. In addition to the above fringe benefits, health-accident insurance is available to a regular teacher through the Northampton Association of School Employees. Effective upon execution of this Agreement, the Board agrees to provide for payroll deduction of individual premium payments for MTA disability insurance with premium cost to be paid by the employee.
- 18.04 DUES DEDUCTION. The Board hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws and, in accordance therewith, shall certify to the Treasurer of Northampton all payroll deductions for the payment of dues to the Northampton Association of School Employees duly authorized by employees covered by this contract.
- 18.05 The Board of Trustees hereby accepts the amended provisions (amended by Chapter 785 of the Acts of 1969) of Section 1788 of Chapter 149 of the General Laws of Massachusetts and in accordance with, shall certify to the Treasurer of Northampton all payroll deductions for deposits in any credit union operated by members of a state association of teachers, provided that these deductions are for a contract year.
- 18.06 The Northampton Association of School Employees shall provide the Business Manager with written notification of the amount to be deducted from each employee's paycheck no later than August 15th.

ARTICLE XIX SALARY INCREMENTS

For the purpose of this article, all courses, degrees and travel must be approved in advance by the Superintendent/Director. A teacher may advance laterally and vertically on the salary scale (whenever possible).

Teachers currently in the employ of the Board who have enrolled in a degree program (or who will have enrolled in a degree program) prior to July 1, 1976 will not have to seek said approval, and their degrees will be honored for salary purposes upon completion of the required work.

19.01 Professional Increments. Four (4) professional increments of one hundred (\$100.00) dollars each are available for professional study or its equivalent in travel.

- A. HOURS OF STUDY. One (1) three (3) credit semester course of approved study is required for one increment.

To receive credit for any professional work done, actual attendance at the required number of classes is necessary.

- B. FIRST INCREMENT. The first increment must be earned through study.

- C. SECOND, THIRD, FOURTH INCREMENTS. The second, third and fourth professional increments may be earned through study or its equivalent in travel (vocational workshops, etc.).

- D. TRAVEL. Only two (2) increments may be earned through travel. One increment may be earned for domestic travel only when the trip consists of at least five (5) consecutive weeks of travel and for foreign travel only when the trip covers at least four (4) weeks of travel in foreign countries.

- E. TIME LIMIT ON COURSES. Only one (1) one hundred (\$100.00) dollar increment may be earned during any twelve-month (12) period except through full-time study. An excess of credits earned in any one (1) year cannot be carried over to a succeeding year. For this purpose, the twelve-month (12) period may be counted from July 1 to June 30. This change will go into effect on July 1, 2003. No teacher will be eligible to receive a double increment as a result of this change.

- F. TIME LIMITS ON INCREMENTS. Once an increment is received for professional study, this increment remains as part of the teacher's salary as long as he/she is employed in the Smith Vocational and Agricultural High School.

- G. Changes in salaries due to advanced study will be made twice a year, each September and/or February, only after the teacher's submission of an official document from the college or university verifying successful completion of the course(s).

19.02 STEP MOVEMENT - ANNUAL INCREMENTS.

- A. No teacher shall receive more than four (4) annual increments in salary unless he/she presents evidence of professional study in his/her field, or in a related field, or in a field which has potential future relationship, or one which carries with it apparent self-improvement in either presentation or methodology, of work equal to six (6) college credits earned during each four (4) year period. Travel and other factors worthy of recognition shall be treated in a like manner. A standard "request for approval form" shall be submitted, in duplicate, acted upon, and returned within a ten-day (10) period.
- B. **WITHHOLDING INCREMENTS.** Any teacher whose work is judged unsatisfactory by the Superintendent/Director with the evaluation of the Head of the Department in charge of his/her work shall have his/her salary increases withheld even though he/she may be a teacher who has achieved professional teacher status. This is provided, however, that the teacher has been given written notice of the reasons in advance of the awarding of contracts and provided that the teacher who has achieved professional teacher status, if he/she so requests, has been granted a hearing before the Superintendent/Director.

19.03 HORIZONTAL MOVEMENT ON SALARY SCHEDULE.

- A. For budgeting purposes, teachers must submit, in writing a statement of their intention to advance on the Salary Schedule by February 1 of the year preceding the September or February that advancement will occur.
- B. After completion of approved courses or courses which are part of an approved program, transcripts or written documentation should be kept on file in the Superintendent/Director's Office.

19.04 EQUIVALENCY.

- A. Vocational/technical teachers who meet the requirements of the Department of Elementary & Secondary Education will be placed on the appropriate level of the existing pay scale.
- B. Vocational/technical instructors, who have attained the following indicated levels of semester hour credits toward a B.A. or B.S. degree, shall be awarded the percentage shown of the differential between the first level and the second level as these levels exist in the salary schedule

Step 1	30 semester hours	30%
Step 2	60 semester hours	60%
Step 3	90 semester hours	90%
Step 4	120 semester hours	100%

This schedule only covers instructors hired before September 1, 1976.

- C. Effective for the 2002-2003 school year, a column entitled Professional License/50% Bachelor will be added to the salary schedule attached as Appendix D. The column will be a 50% split between the existing license and Professional License/BA. A teacher may gain access to this column upon receiving an Associate's degree or upon registering in a four (4) year degree program and completing sixty (60) credits towards that degree.

19.05 Qualification for Movement to Masters +30.

In order for courses to be credited for movement to MA+30, Appendix A or D, as appropriate, the following criteria must be met:

- A. The teacher must have previously qualified for the Master's degree column on the salary schedule.
- B. Credits which were used to qualify for the Bachelor's or for the Master's degree column may not, in addition, be used for movement to MA+30.
- C. Generally, all credits must be at the graduate level (unless said credits were earned as a prerequisite for a graduate level course). Additionally, all credits must be earned after the attainment of the Master's degree column. However, credits which were part of an accredited graduate degree program where the teacher did not complete that degree, and where such credits were not used to establish eligibility for the Master's degree column may be applied toward movement to Masters+30 if such credits are related to the teacher's assignment.
- D. Graduate credits which are not part of an accredited graduate program must be approved, in writing, by the Superintendent/Director, after consultation with the principal. Approval will be granted on the basis of the Superintendent/Director's assessment of the relationship between the proposed course and the individual teacher's and the schools professional improvement plans and upon the potential of the course to improve student instruction.
- E. A teacher need not be reimbursed for tuition under Article 24.02 (B) in order to qualify for movement to Masters +30.

- F. All graduate credits from an accredited institution which are part of a teacher's advanced degree program and which were earned after advancement to the Master's degree column are eligible for horizontal movement on the salary schedule, including movement to MA+30.
- G. Beginning in the 2008-2009 contract year, a teacher with two (2) active and current teachers' licenses in core academic subjects will be eligible for placement on the M+30 column, even if they do not have the thirty (30) credits necessary for such placement. In addition, a vocational/technical teacher is eligible for such placement if he/she has vocational license and a license in a core academic subject.

19.06 TRAVEL EXPENSES. Teachers assigned any travel representing Smith Vocational and Agricultural High School will be reimbursed at the rate authorized for City travel (if he or she is using their own vehicle) plus the cost of tolls and meals. If not using their own vehicle (traveling by some commercial means of transportation), traveling expenses shall be reimbursed. For the purposes of this section, travel anywhere within the state or within one hundred (100) miles of Smith School will be reimbursed at the in-state rate.

All request for reimbursement for travel expenses will be submitted within thirty (30) days of travel.

19.07 At the next occurring renewal point, the Trustees will reimburse vocational instructors for license renewal fees to maintain a required Chapter 74 license already held. If the Trustees/Director/Superintendent requires a teacher in the vocational area, as a condition of employment, to secure a license in addition to the license(s) required for his or her Chapter 74 certification the employer will reimburse the teacher for maintenance and renewal fees for additional license requirement.

ARTICLE XX DEPARTMENT HEADS

- 20.01 The position of Department Head will be advertised as a vacancy every three (3) years.
- 20.02 If a vacancy occurs before the end of the three-year period, the replacement appointment will be for the remainder of such three-year period.

- 20.03 Department Heads shall be formally evaluated every two (2) years, in writing, by the Superintendent/Director or his/her designee. Every other year, Department Heads will self-evaluate in writing. Department Head evaluations will be based upon the currently approved job description and evaluation instrument.
- 20.04 The evaluator will use the evaluation instrument mutually agreed upon by the Trustees, Administration, and Unit D of the Association.
- 20.05 Any regular teacher performing the duties and accepting the responsibilities of Department Head after ten (10) consecutive school days shall receive the same differential pay scale for the duration of time he or she performs in the capacity of Department Head.
- 20.06 Department Heads will be allowed to present their evaluation of candidates for openings within their departments and their recommendations will be considered in the appointment to fill each vacancy except for emergency appointments.
- 20.07 Upon the recommendation of the Superintendent/Director, the Department Heads will have the opportunity to visit other schools and attend conventions and conferences in order to keep abreast of current trends in their respective fields.

ARTICLE XXI
REDUCTION IN FORCE

- 21.01 Natural attrition and/or retirement shall be taken into account prior to invoking the provisions of this Article.
- 21.02 When it is necessary to reduce the number of teachers employed, teachers affected by a reduction in staff will be notified, in writing, thirty (30) calendar days prior to the time reduction will take effect.
 - A. In the event of such reductions, teachers will be laid off in the reverse order of seniority.
- 21.03 Any teacher whose position is eliminated shall:
 - A. be transferred to an open position for which he/she is qualified, licensed, by the start of the next school year,

If this is not possible, then:
 - B. replace an employee with lower seniority and where there is a position for which employee whose position is eliminated is qualified, licensed by the next school year.

- 21.04 Seniority means an employee's continuous length of service years, months, and days in this bargaining unit.
- 21.05 Cases of identical seniority in the same subject area shall be resolved by granting preference to the teacher with the highest level of formal educational training as recognized on the salary schedule then in effect. If these are identical then preference will be given to the teacher with the most years of teaching experience.
- 21.06 Teachers who have been laid off shall be entitled to recall rights for a period of one (1) full school year from the date of their layoff.
- A. During the recall period, teachers shall be notified by registered mail, return receipt requested, addressed to their last address of record, and given preference for positions for which they are qualified, licensed or eligible for license certifiable in the inverse order of their respective layoff.
- B. Teachers so notified shall have seven (7) calendar days (twenty [20] during the summer months) from the date the Board places on the registered mail receipt to respond, in writing, to claim the position.
- C. The Board shall not be held responsible for the failure of the postal service to deliver letters of notification or for the failure of the postal service to deliver letters of reply within specified time limits.
- 21.07 All benefits to which a teacher is entitled at the time of layoff shall be restored in full upon re-employment within the recall period.
- 21.08 During the recall period teachers who have been laid off shall be given preference on the substitute list. Their employment will be at the established substitute pay rate.
- 21.09 Teachers on layoff may continue their group life and health insurance coverage during the recall period by reimbursing the City for the total premium costs. Failure to forward premium payments to the City in accord with a mutually agreed upon schedule or the refusal to return to employment upon recall will terminate this option.
- 21.10 The Superintendent/Director will provide upon request a seniority list of teachers at the time Section 21.02, above, is invoked (in writing) to the Association. Challenges to this list must be presented (in writing) to the Superintendent/Director within ten (10) school days from receipt of said list.
- 21.11 When layoff action occurs, the Association shall be notified, in writing, of all teachers to be laid off.
- 21.12 The Association shall be notified of any recall action taken if there are people on layoff.

- 21.13 Administrators will have reentry rights into this bargaining unit consistent with the above, based upon the amount of seniority accrued in the bargaining unit at the time of their appointment to an administrative position.

ARTICLE XXII
SALARY SCHEDULE

A.	Salary Schedule	Appendix A
B.	Department Heads	Appendix B/C
C.	Guidance Personnel	Appendix B/C
D.	Coaches' Salaries	Appendix B/C
E.	Extracurricular Activities	Appendix B/C
F.	Chapter 74 Salary Schedule	Appendix D
G.	Non-Certified Nurse Salary Schedule	Appendix E

Appendix A, D and E: The salary schedule for the 2012-2013 contract year shall be increased by 1% for the 2013-2014 contract year. The salary schedule for 2013-2014 contract year shall be increased by 2% for the 2014-2015 contract year. The salary schedule for the 2014-2015 contract year shall be increased by 2% for the 2015-2016 contract year. If at the end of the 2014-2015 contract year, the enrollment is 450 students for the 2015-2016 school year, then each Unit D member who is still working during the 2015-2016 school year shall be given a \$500 bonus payment during the 2015-2016 contract year.

ARTICLE XXIII
RETIREMENT CREDIT

- 23.01 A teacher meeting the following requirements will be entitled to receive the sum of \$55 per day for one hundred (100) days of unused accumulated sick leave. During the 2014-2015 contract year, the sum will be \$65 per day, and starting with the 2015-2016 contract year, the sum will be \$75 per day.
- A. The teacher must be retiring or be laid off with fifteen (15) or more years of service with the Smith Vocational School System or Northampton Public Schools.
 - B. The teacher must have at least one hundred (100) days of unused accumulated sick days.
 - C. A teacher intending to retire will give irrevocable notice of his/her intent to retire on or before January 14th of the year preceding retirement. This notice may only be revoked with the permission of the Board of Trustees.

ARTICLE XXIV
PROFESSIONAL DEVELOPMENT

24.01 The Board of Trustees will provide in its budget \$7,000 for tuition reimbursement for unit members desiring to take courses as part of an individual program of staff development.

The courses must have prior written approval of the Superintendent/Director on the "Request for Approval" form in accordance with the following guidelines.

- A. Tuition reimbursement for courses taken in satisfaction of requirements for a program leading to an academic degree or certificate of advanced study will be approved provided that they are consistent with a pre-approved plan of study on file in the Superintendent/Director's office.
- B. Tuition reimbursement for other pre-approved courses or workshops (including Chapter 74 Professional Development) will be authorized by the Superintendent/Director if they are directly related to individual, school, or district professional improvement plans.
- C. Requests for approval of courses should be submitted prior to the beginning of that term, but no later than the end of the registration period.
- D. Effective for the 2008-2009 contract year, tuition and fees will be reimbursed to a maximum of 75% of the Westfield State rate currently in effect. Payments will be made upon receipt of official transcripts from the college or university and proof of expenditures (receipted bill, cancelled check).
- E. Requests for tuition reimbursement will be approved on a first come first serve basis to a maximum total expenditure of \$7,000 in a fiscal year.

From July 1st through June 1st a teacher may be reimbursed for the tuition and fees for one course. If a teacher elects to take an additional course, a request for reimbursement for tuition only for that course must be submitted, pursuant to the existing procedures, by June 1st. After June 1st, the Business Manager will divide any remaining professional development monies in the fund for that fiscal year equally among all teachers who have applied for reimbursement for a second course. In no case will the reimbursement in the second round be more than the cost of the course. Should professional development monies remain after all applicants are reimbursed for the cost of tuition for a second course in any fiscal year, a teacher may apply for reimbursement for additional courses taken during that fiscal year. Remaining professional development monies will be divided equally among eligible teachers, but, in no case, will reimbursement in the third or subsequent rounds be more than the cost of the course. This Article is only

meant to alter the reimbursement procedures and not the procedures for course approval.

ARTICLE XXV
DRUG/ALCOHOL FREE WORKPLACE

It is the intent and obligation of the Board of Trustees of Smith Vocational High School to provide a drug-free/alcohol-free, healthy, safe and secure work environment for all employees. No employee shall report to work intoxicated, impaired, or under the influence by having taken or used alcohol or illegal drugs. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work.

Section 1. The unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, or the use of alcohol, on school premises, or while engaged in school business is absolutely prohibited. If it is determined that there are violations of this policy, appropriate disciplinary action will be taken, this could include discharge.

Section 2. Drug and alcohol dependency is recognized by the Board of Trustees as an illness and major health problem. The Board of Trustees also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and the health insurance plans, as appropriate. All contacts are confidential, and conscientious efforts to seek help with drug and alcohol dependence will not jeopardize an employee's job.

Section 3. As required by federal law, employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute for violations of this policy to the Superintendent/Director within five (5) days after the conviction. The Board of Trustees must then notify the contracting agency within ten (10) days after receiving notice of conviction as required by the Drug-Free Workplace Act of 1988."

ARTICLE XXVI
CRIMINAL OFFENDER RECORD INFORMATION (CORI) CHECKS

26.01 The parties agree that, pursuant to M.G.L. c. 71, §38R, Criminal Offender Record Information (CORI) checks will be conducted every three (3) years for employees covered by this Agreement. An individual's record may be checked on a more frequent basis, with reasonable cause.

A. The Superintendent/Director, the principal or a designee of him/her will be the only persons authorized to request CORI checks.

- B. A copy of an individual's CORI report will be available to the employee upon request. If the CORI request shows an activity, a copy will be immediately forwarded to the employee.
- C. All CORI reports will be maintained in the Superintendent/Director's office, in separate confidential files.
- D. Any disciplinary action taken as a result of CORI checks will be in accordance with the terms of this Agreement and/or applicable state law.

ARTICLE XXVII
ENTIRE AGREEMENT CLAUSE

- 27.01 The Association agrees that except for wages, hours, benefits, and working conditions specifically referred to in the provisions of this Agreement, past practice shall be limited in its application to wages, hours, and working conditions actually utilized from July 1, 1981 forward.

ARTICLE XXVIII
DURATION

- 28.01 This Agreement will be effective July 1, 2013, and will continue to remain in full force and effect to and including June 30, 2016 and shall thereafter automatically renew itself for successive terms of one (1) year each unless by November 1, next prior to the expiration of the contract year involved, either party gives written notice that it desires to negotiate a new contract or amendment thereto. Upon receipt of such notice, the parties agree to meet for the purposes of negotiating a new or amended Agreement. In the event either party desires to negotiate a new contract or amendment and one has not been agreed upon by June 30, 2013, this contract may be extended by mutual agreement.
- 28.02 Following the formal re-opening of negotiations for such a successor agreement, if the Trustees and the Association shall have failed to reach agreement, either party shall have the right to petition the State Division of Labor Relations to initiate mediation and fact finding proceedings in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.

ARTICLE XXIX
AGENCY SERVICE FEE

- 29.01 The Board of Trustees and their agents, in accordance with the provisions of M.G.L. Chapter 150E, Section 12, shall require as a condition of employment for each teacher who is not a member of the Northampton Association of School Employees/MTA/NEA, the payment of an agency service fee. Said payment to be

effective on or after the 30th day following the effective date of this Agreement or on or after the 30th day of initial employment, whichever is later.

- 29.02 The amount of the service fee shall be equal to the cost of collective bargaining and contract administration as certified by the Northampton Association of School Employees/MTA/NEA. Teachers may have access to payroll deductions for the purpose of paying the agency service fee. The Northampton Association of School Employees/MTA/NEA shall be responsible for notifying the Business Office of the amount to be deducted prior to the issuance of the first paycheck. No demand for payment of the agency service fee will be made until the Association has completed an audit.
- 29.03 In the event that an employee fails or refuses to pay the agency service fee, the Association shall take appropriate legal action to collect the fee. Any judgment against such an employee by a forum of competent jurisdiction as a result of such action shall include payment of the Association's costs and reasonable attorneys' fees.
- 29.04 The Association shall indemnify the Board of Trustees and its agents against any and all claims, demands, suits, damages, legal fees, or any other form of liability that may arise by reason of the Board's compliance with the Agency Service Fee provisions of this Agreement, upon the following conditions: (1) the Board has complied fully and properly with these obligations under the Agency Service Fee provisions of this Agreement; (2) the Association retains the right to select or assign counsel of its choice in defending the Board in such matters provided that such counsel consults with and/or keeps the Committee's regular counsel informed of litigation proceedings; (3) the Board cooperates with counsel selected or assigned by the Association; and (4) the Association retains full control over the conduct of the case. Failure to meet any of the foregoing conditions will relieve the Association of its obligation under this indemnification clause. Any dispute over the Board's compliance with these conditions is subject to arbitration under the provisions of Article II.

IN WITNESS WHEREOF the parties to the contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto as of the date first above written.

BOARD OF TRUSTEES
SMITH VOCATIONAL AND
AGRICULTURAL HIGH SCHOOL

NORTHAMPTON ASSOCIATION
OF SCHOOL EMPLOYEES, UNIT D

NASE UNIT D

APPENDIX A

FY 2014 (1% Increase)

STEP	Preliminary/Initial License		Professional/ Preliminary/ Initial License		Professional License	Professional License	Professional License
	BA	MA	MA & 30	CAGS	DOC		
1	\$38,271	\$41,337	\$42,614	\$45,036	\$47,824		
2	\$39,991	\$43,194	\$44,527	\$47,060	\$49,919		
3	\$41,789	\$45,136	\$46,529	\$49,175	\$52,110		
4	\$43,666	\$47,164	\$48,619	\$51,384	\$54,396		
5	\$45,629	\$49,282	\$50,804	\$53,694	\$56,779		
6	\$47,677	\$51,497	\$53,087	\$56,107	\$59,268		
7	\$49,822	\$53,811	\$55,470	\$58,626	\$61,866		
8	\$52,057	\$56,230	\$57,965	\$61,261	\$64,577		
9	\$54,399	\$58,757	\$60,569	\$64,014	\$67,412		
10	\$58,560	\$63,252	\$65,204	\$68,910	\$72,482		

FY 2015 (2% Increase)

STEP	Preliminary/Initial License		Professional/ Preliminary/ Initial License		Professional License	Professional License	Professional License
	BA	MA	MA & 30	CAGS	DOC		
1	\$39,036	\$42,164	\$43,466	\$45,937	\$48,780		
2	\$40,791	\$44,058	\$45,418	\$48,001	\$50,917		
3	\$42,625	\$46,039	\$47,460	\$50,159	\$53,152		
4	\$44,539	\$48,107	\$49,591	\$52,412	\$55,484		
5	\$46,542	\$50,268	\$51,820	\$54,768	\$57,915		
6	\$48,631	\$52,527	\$54,149	\$57,229	\$60,453		
7	\$50,818	\$54,887	\$56,579	\$59,799	\$63,103		
8	\$53,098	\$57,355	\$59,124	\$62,486	\$65,869		
9	\$55,487	\$59,932	\$61,780	\$65,294	\$68,760		
10	\$59,731	\$64,517	\$66,508	\$70,288	\$73,932		

FY 2016 (2% Increase)

STEP	Preliminary/Initial License		Professional/ Preliminary/ Initial License		Professional License	Professional License	Professional License
	BA	MA	MA & 30	CAGS	DOC		
1	\$39,817	\$43,007	\$44,336	\$46,855	\$49,756		
2	\$41,607	\$44,939	\$46,326	\$48,961	\$51,936		
3	\$43,477	\$46,959	\$48,409	\$51,162	\$54,215		
4	\$45,430	\$49,069	\$50,583	\$53,460	\$56,594		
5	\$47,472	\$51,273	\$52,856	\$55,863	\$59,073		
6	\$49,603	\$53,577	\$55,232	\$58,374	\$61,662		
7	\$51,835	\$55,985	\$57,711	\$60,994	\$64,365		
8	\$54,160	\$58,502	\$60,307	\$63,736	\$67,186		
9	\$56,597	\$61,131	\$63,016	\$66,600	\$70,135		
10	\$60,926	\$65,807	\$67,838	\$71,694	\$75,410		

Longevity:

Teachers with fifteen (15) or more years of service shall receive a longevity payment of five hundred (\$500) each contract year, in addition to their base salary according to the salary schedule.

Teachers with twenty (20) or more years of service shall receive a longevity payment of one thousand (\$1000) each contract year, in addition to their base salary according to the salary schedule

**NASE UNIT D
APPENDIX B/C**

		FY 2014	FY 2015	FY 2016	
A.	<u>DEPARTMENT HEADS</u>				
	Basic Stipend	\$3,281	\$3,281	\$3,281	
	Voc Differential	\$830	\$830	\$830	
B.	<u>GUIDANCE PERSONNEL</u>				
	Guidance Personnel will be compensated at their per diem rate for twenty (20) additional days beyond the regular work year, as defined in Section 9.03C of this Agreement.				
C.	<u>COACHES' SALARIES</u>	FY 2014	FY 2015	FY 2016	
	<u>1. Boys Sports</u>				
	Varsity Basketball	\$4,502	\$4,592	\$4,684	
	Varsity Baseball	\$3,991	\$4,071	\$4,152	
	Varsity Soccer	\$3,898	\$3,976	\$4,055	
	Varsity Head Football	\$5,000	\$5,100	\$5,202	
	Varsity Asst. Football (2)	\$3,859	\$3,936	\$4,015	each
	<u>2. Girls Sports</u>				
	Varsity Basketball	\$4,502	\$4,592	\$4,684	
	Varsity Softball	\$3,991	\$4,071	\$4,152	
	Varsity Volleyball	\$3,859	\$3,936	\$4,015	
	<u>3. J V Sports</u>				
	J V Basketball	\$2,947	\$3,006	\$3,066	
	J V Baseball	\$2,596	\$2,648	\$2,701	
	J V Soccer	\$2,548	\$2,599	\$2,651	
	J V Softball	\$2,596	\$2,648	\$2,701	
	<u>4. Cheerleader *conditional Coach</u>	\$933	\$952	\$971	
	*subject to terms of side letter agreement				
	<u>5. Intramural Director</u>	\$1,023	\$1,043	\$1,064	
D.	<u>EXTRACURRICULAR ACTIVITIES</u>	FY 2014	FY 2015	FY 2016	
	Yearbook Advisor	\$2,229	\$2,274	\$2,319	
	FFA Advisors (2)	\$1,616	\$1,648	\$1,681	each
	Skills USA Advisors (2)	\$1,616	\$1,648	\$1,681	each
	Class Advisor Grade 9	\$1,304	\$1,330	\$1,357	
	Class Advisor Grade 10	\$1,304	\$1,330	\$1,357	
	Class Advisor Grade 11	\$1,304	\$1,330	\$1,357	
	Class Advisor Grade 12	\$1,304	\$1,330	\$1,357	
	Student Government Advisor	\$1,304	\$1,330	\$1,357	
	National Honor Society Advisor	\$1,304	\$1,330	\$1,357	
	JABOP Advisor	\$1,304	\$1,330	\$1,357	
	Game Club Advisor	\$1,115	\$1,137	\$1,160	
	The 84 Advisor	\$1,115	\$1,137	\$1,160	
	Mentors	\$1,600	\$1,632	\$1,665	each
E.	<u>NO PREP PERIOD</u>	FY 2014	FY 2015	FY 2016	
		\$1,219	\$1,243	\$1,268	

Payment of stipends will be as follows:

Stipends detailed in paragraph A will be paid annually.

Stipends detailed in paragraph C will be paid at the end of the sport season.

Stipends detailed in paragraph D will be paid at the end of the year.

Stipends detailed in paragraph E will be paid two times a year, once at the end of each semester.

Per diem payments:

Per diem payments are for actual days worked, and contractual benefits do not accrue or apply during the per diem periods.

Per diem payments will be paid when worked; time cards will be used to record days worked.

Per diem work must be done in full day (7 hour) increments; no partial days will be credited.

Where positions in this contract offer per-diem days, the persons in those positions will make every effort to work some of those days during school vacations if requested to do so by the Superintendent in advance.

NASE UNIT D

APPENDIX D

FY 2014 (1% Increase)

STEP	Preliminary/Initial/ Professional License	Professional License 50% BA	Professional License BA	Professional License MA	Professional License CAGS	Professional License DOC
1	\$38,271	\$39,804	\$41,337	\$42,614	\$45,036	\$47,824
2	\$39,991	\$41,594	\$43,194	\$44,527	\$47,060	\$49,919
3	\$41,789	\$43,462	\$45,136	\$46,529	\$49,175	\$52,110
4	\$43,666	\$45,415	\$47,164	\$48,619	\$51,384	\$54,396
5	\$45,629	\$47,456	\$49,282	\$50,804	\$53,694	\$56,779
6	\$47,677	\$49,588	\$51,497	\$53,087	\$56,107	\$59,268
7	\$49,822	\$51,816	\$53,811	\$55,470	\$58,626	\$61,866
8	\$52,057	\$54,145	\$56,230	\$57,965	\$61,261	\$64,577
9	\$54,399	\$56,576	\$58,757	\$60,569	\$64,014	\$67,412
10	\$58,560	\$60,905	\$63,252	\$65,204	\$68,910	\$72,482

FY 2015 (2% Increase)

STEP	Preliminary/Initial/ Professional License	Professional License 50% BA	Professional License BA	Professional License MA	Professional License CAGS	Professional License DOC
1	\$39,036	\$40,600	\$42,164	\$43,466	\$45,937	\$48,780
2	\$40,791	\$42,426	\$44,058	\$45,418	\$48,001	\$50,917
3	\$42,625	\$44,331	\$46,039	\$47,460	\$50,159	\$53,152
4	\$44,539	\$46,323	\$48,107	\$49,591	\$52,412	\$55,484
5	\$46,542	\$48,405	\$50,268	\$51,820	\$54,768	\$57,915
6	\$48,631	\$50,580	\$52,527	\$54,149	\$57,229	\$60,453
7	\$50,818	\$52,852	\$54,887	\$56,579	\$59,799	\$63,103
8	\$53,098	\$55,228	\$57,355	\$59,124	\$62,486	\$65,869
9	\$55,487	\$57,708	\$59,932	\$61,780	\$65,294	\$68,760
10	\$59,731	\$62,123	\$64,517	\$66,508	\$70,288	\$73,932

FY 2016 (2% Increase)

STEP	Preliminary/Initial/ Professional License	Professional License 50% BA	Professional License BA	Professional License MA	Professional License CAGS	Professional License DOC
1	\$39,817	\$41,412	\$43,007	\$44,336	\$46,855	\$49,756
2	\$41,607	\$43,274	\$44,939	\$46,326	\$48,961	\$51,936
3	\$43,477	\$45,218	\$46,959	\$48,409	\$51,162	\$54,215
4	\$45,430	\$47,250	\$49,069	\$50,583	\$53,460	\$56,594
5	\$47,472	\$49,373	\$51,273	\$52,856	\$55,863	\$59,073
6	\$49,603	\$51,591	\$53,577	\$55,232	\$58,374	\$61,662
7	\$51,835	\$53,909	\$55,985	\$57,711	\$60,994	\$64,365
8	\$54,160	\$56,332	\$58,502	\$60,307	\$63,736	\$67,186
9	\$56,597	\$58,862	\$61,131	\$63,016	\$66,600	\$70,135
10	\$60,926	\$63,366	\$65,807	\$67,838	\$71,694	\$75,410

Longevity:

Teachers with fifteen (15) or more years of service shall receive a longevity payment of five hundred (\$500) each contract year, in addition to their base salary according to the salary schedule.

Teachers with twenty (20) or more years of service shall receive a longevity payment of one thousand (\$1000) each contract year, in addition to their base salary according to the salary schedule.

NASE UNIT D

APPENDIX E

FY 2014 (1% Increase)

NON-CERTIFIED SCHOOL NURSE

FY 2014 (1% Increase)

STEP	RN	BA	MA
1	\$34,323	\$37,436	\$41,177
2	\$35,475	\$38,793	\$42,670
3	\$36,766	\$40,200	\$44,219
4	\$38,094	\$41,656	\$45,824
5	\$39,479	\$43,173	\$47,486
6	\$40,913	\$44,739	\$49,209
7	\$42,397	\$46,359	\$50,995
8	\$45,262	\$49,493	\$54,442

FY 2015 (2% Increase)

STEP	RN	BA	MA
1	\$35,009	\$38,185	\$42,001
2	\$36,185	\$39,569	\$43,523
3	\$37,501	\$41,004	\$45,103
4	\$38,856	\$42,489	\$46,740
5	\$40,269	\$44,036	\$48,436
6	\$41,731	\$45,634	\$50,193
7	\$43,245	\$47,286	\$52,015
8	\$46,167	\$50,483	\$55,531

FY 2016 (2% Increase)

* Effective with the FY 2016 contract year, the nurse can move through the Appendix A salary schedule with no limitation.

APPENDIX F

SEXUAL HARASSMENT POLICY

I. Policy Statement

- A. It is the policy of the Smith Vocational and Agricultural High School to maintain a learning and working environment free from sexual harassment. No employee or student of the district shall be subjected to sexual harassment.
- B. It shall be a violation of this policy for any member of the Smith Vocational and Agricultural High School staff or student body to engage in sexual harassment as that term is defined in Section II.
- C. Each administrator shall be responsible for promoting understanding and acceptance of, and assuring compliance with state and federal laws and school department policy and procedures governing sexual harassment within her or his school or office.
- D. Violations of this policy or procedure will be cause for disciplinary action (See Section IV).

II. Definition

- A. Sexual Harassment means unwelcome sexual advances, request of sexual advances, requests of sexual favors, and other verbal or physical conduct of a sexual nature when:
 - 1. Submission to such conduct is made, either explicitly a term or condition of a person's employment or advancement, or of a student's participation in school programs or activities.
 - 2. Submission to or rejection of such conduct by an employee or student is used as the basis of decisions affecting the employee or student.
 - 3. Such conduct has the purpose or effect of unreasonably interfering with an employee's/student's performance, or creating an intimidating, hostile, humiliating or sexually offensive work or learning environment.
- B. Sexual harassment as set forth in Section II – A may include, but is not limited to:
 - 1. Unwelcome or hostile verbal or physical conduct of a sexual nature.
 - 2. Overt or subtle pressure for sexual activity.

3. Sexual insults, leering, and name-calling.
 4. Unwelcome touching, pinching, and patting.
 5. Sexual jokes, poster, etc.
 6. Unwanted sexual flirtation
 7. Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades, job, etc.
 8. Attempted rape or rape.
 9. Other forms of sexual harassment to include, but not limited to stalking.
- C. Sexual harassment may involve behavior which is student-to-student, student-to-staff, staff-to-student, staff-to-staff, male-to-male, male-to-female, female-to-female, female-to-male.

III. Sexual Harassment Reporting/Grievance Procedures

- A. Staff covered by the Collective Bargaining Agreement between the Smith Vocational and Agricultural Teacher's Association and the Smith Vocational and Agricultural Teacher's Association and the Smith Vocational and Agricultural Board of Trustees may report allegations of sexual harassment against them in accordance with the Grievance Procedures set forth in that Agreement. These reports will be handled in accordance with the procedures set forth in the Collective Bargaining Agreement.

Any other person alleging sexual harassment may contact the Title IX/Chapter 622 Coordinator or the building representative designated by the district's Title IX/Chapter 622 Coordinator (see attached list and sample Sexual Harassment Report Form). All Sexual Harassment Reports will be reviewed by the Title IX/Chapter 622 Coordinator, who will refer the reports as follows: Reports alleging sexual harassment by staff covered by the Collective Bargaining Agreement will be referred to the Superintendent in accordance with the Management Rights provision of the Collective Bargaining Agreement. All other reports will be referred to the principal.

- B. The school district will endeavor to maintain the confidentiality of both the accuser and the accused consistent with the school district's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

All reports filed with building representatives will be referred to the Title IX/Chapter 622 Coordinator who, in collaboration with said representatives, will conduct the investigations.

IV. Disciplinary Action

- A. A substantial charge against a staff member in the school district shall subject that staff member to such disciplinary action as is appropriate in accordance with the Collective Bargaining Agreement, if applicable, any other disciplinary provisions applicable to the staff member, and with applicable law.
- B. A substantiated charge against a student in the school district shall subject that student to disciplinary action consistent with the procedures and actions outlined in the Student Handbook and Code of Conduct and may include suspension or expulsion.
- C. Recommended courses of action in substantiated claims may include, but are not limited to, the following:
 - 1. Removal of any offending materials, graffiti, or other objects with notice to all personnel of the reason for the removal and a prohibition against such items in the workplace/school in the future.
 - 2. Informal counseling of an offending party with a verbal warning as to the consequences of a repeat offense.
 - 3. Enrollment of an offending party in an appropriate training program.

V. Notification

- A. Notice of this policy shall be circulated to all of the departments of Smith Vocational and Agricultural High School and incorporated in teacher and student handbooks. Training sessions on this policy and the prevention of sexual harassment shall be held for teachers and students in the school on an annual basis.
- B. Reports of sexual harassment (alleged and/or substantiated) will be kept on file in the office of the Title IX/Chapter 622 Coordinator.

APPENDIX G

FAMILY AND MEDICAL LEAVE ACT

CITY OF NORTHAMPTON, MASSACHUSETTS
HUMAN RESOURCES DEPARTMENT

POLICY & PROCEDURE
NUMBER 600-7

EFFECTIVE DATE: 4/27/94
REVISION DATE: 1/1/02

FAMILY AND MEDICAL LEAVE ACT

I. POLICY

It is the policy of the City of Northampton to comply with the provisions of the Family and Medical Leave Act of 1993. This law entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a twelve month period for specified family and medical reasons.

II. DEFINITIONS

Eligible Employee: A full time or regular part-time employee who has worked for the City for one year. During that year they must have worked at least 1,250 hours.

Covered Family Member: Employee's spouse, child or parent.

Child: A child under 18 years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability. An employee's child is one for whom the employee has responsibility or the actual day-to-day care and includes a biological, adopted, foster or step-child.

The 12 Month Period: The eligible period for leave shall be measured by rolling backward from the date an employee uses any FMLA leave.

- 1) An employee granted Family Medical Leave must first use available sick leave followed by vacation leave then available comp time. The employee may reserve personal time and up to one week of vacation for later use.
- 2) The City retains the right to apply FMLA leave concurrent with any other leave that an employee may qualify for because of the same condition or event.

Qualifying Events – The law provides for four circumstances under which an eligible employee is entitled to family leave.

- 1) Birth of a child and in order to care for the child;
- 2) Placement of a child with the employee for adoption or foster care;
- 3) To care for a family member with a serious health condition; or,
- 4) Because of the employee's own serious health condition.

Limitation – Entitlement to leave for the birth or placement of a child (1) and (2) above, expires at the end of the 12-month period beginning on the date of such birth or placement.

Serious Health Condition – An illness, injury, impairment, or physical or mental condition that involves:

- 1) Inpatient care; or
- 2) Any period of incapacity requiring absence from work for more than three (3) calendar days AND that involves continuing treatment by a health provider; or
- 3) Continuing treatment by a health care provider for a chronic or long-term health incapacity of more than three (3) calendar days; or
- 4) Prenatal care by a health care provider.

Continuing Treatment:

- 1) Two or more visits of a health care provider as defined pursuant to Federal regulations; or
- 2) Two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider, or
- 3) A single visit to a health care provider that results in a regimen of continuing treatment; or
- 4) In the case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but necessarily being actively treated by, a health care provider.

Intermittent or Reduced Leave

- 1) An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of their own serious health condition when medically necessary.
- 2) Intermittent leave for the birth and care of a newborn or placement of a child for adoption or foster care is subject to the City's approval.
- 3) The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.
- 4) For part-time employees and those who work variable hours, the family and medical leave entitlement is calculated on a pro-rata basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

III. PROCEDURE

Notice Requirement

- A. An employee is required to give 30 days notice in the event of a foreseeable leave. A request for Family/Medical Leave form (see attached) should be completed by the employee and returned to the Human Resources Department. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed Request for Family/Medical Leave Form.
- B. If an employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.

Medical Certification of a Serious Health Condition

- A. For leaves taken because of a serious health condition (either the employee's own or a covered family member's) the employee must submit a completed Physician or Practitioner Certification form (see attached) and return the certification to the Human Resources Department within 15 days of the leave request, or as soon as is reasonably possible.

- B. The City of Northampton may require a second or third opinion (at employer's expense), periodic reports on the employee's status and intent to return to work, a fitness-for-duty report to return to work.
- C. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained separate from the employee's Human Resource file.

IV EFFECT ON BENEFITS

- A. An employee granted a leave under this policy will continue to be covered under the City of Northampton's group health insurance plan and life insurance plans under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.
- B. Employee contributions will be required either through payroll deductions or by direct payment to the Treasurer's Office. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to change in rates that occur while the employee is on leave.
- C. If the employee's contribution is more than 30 days late, the Human Resources Department may terminate the employee's insurance coverage.
- D. If the City of Northampton pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the City for delinquent payments (on a payroll deduction schedule) upon return from the leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.
- E. If the employee fails to return from approved family/medical leave for reasons other than; (1) the continuation of a serious health condition of the employee or a covered family member; or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the City of Northampton may seek reimbursement from the employee for the City's portion of the premiums paid on behalf of that employee (also known as the employer contribution) for the length of the leave.
- F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave. An employee whose leave extends beyond twelve weeks and goes into an unpaid status will not accrue benefits or seniority for that period.

V. JOB PROTECTION

- A. If the employee returns to work at the end of the approved family/medical leave (up to 12 weeks), he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.
- B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.
- C. If the employee fails to return to work at the end of the approved family/medical leave (up to 12 weeks), the employee will be terminated, unless the leave can be extended under some other statute or City policy.

VI. FAMILY/MEDICAL LEAVE FORMS TO BE SUBMITTED BY THE EMPLOYEE

Request for Family/Medical Leave

Physician or Practitioner Certification

Fitness for Duty to Return From Leave

(only necessary when the leave was for the employee's own serious health condition).

City of Northampton
REQUEST FOR FAMILY/MEDICAL LEAVE

Employee Name: _____ Date of request: _____

Department: _____ Position: _____

I request Family/Medical Leave for the following reason:

- For the birth and care of my newborn child.
- Because of a child placed in my home by adoption or foster care
- To care for an immediate family member (spouse, child, or parent) with a serious health condition, OR;
- Because I am unable to work because of a serious health condition.

I am requesting that my leave begin on: _____ and continue for _____, based
Date period of time
on the medical certification I:

- Provided with this request.
- Will provide by _____.
Within fifteen (15) days from the date of request or as soon as reasonably possible.

I understand that my group health insurance will continue for the duration of my approved leave and that I must continue to pay my regular contribution. Please continue to deduct my contribution from any payroll checks I receive while on leave. If I should begin a period of no-pay status during my approved leave, I agree to pay the Treasurers' office directly for my share of the health insurance premium on a monthly basis. I understand that if I do not pay my portion of the health insurance premium that my coverage may lapse, however, if I return to work at the end of the approved FMLA leave, my insurance will be reinstated.

Employee signature: _____

SIDE LETTER AGREEMENTS

In addition to changes agreed upon for the 2007-2010 collective bargaining agreement, the Parties also agreed to the following side letter agreements.

1. In the event that Smith Vocational and Agricultural High School eliminates departments and establishes clusters, the Board of Trustees will give prior notice of the change to the Association, and afford the Association the opportunity to bargain with the Board of Trustees, or its designee, over the impact of such a change prior to the implementation of such a change.
2. The Parties agreed to the job descriptions for the position of Department Heads, as well as job descriptions for Guidance Counselors I and II.
3. The Smith Board of Trustees accepted the Association proposal to increase the cheerleader coach stipend to that of the varsity basketball coach and to delete the asterisked language based solely on the recognition that the cheerleader coach has performed and will continue to perform the following duties on an annual basis:

Supervising summer cheering camp

Supervises and instructs at practice for cheering (usually daily unless there is a game)

Supervises the cheerleading squad at home varsity basketball games and certain varsity basketball away games, as designated by the Athletic Director

Supervises practices for, and the participation in, the cheerleading competitions when, in the judgment of the coach, competition(s) are appropriate.

If the preceding duties are not carried out, then the stipend will revert to the 2003-2004 stipend of \$1,066, as adjusted by subsequent increases.

4. The parties agreed to eliminate the position of Forestry/Horticulture Department Head and the position of Guidance Department Head.

SIDE LETTER AGREEMENTS

2007-2010 CONTRACT

1. During negotiations leading up to the 2007-2010 collective bargaining agreement, the parties discussed the job descriptions for the positions listed below, after input from the incumbents, and agreed to be bound by these job descriptions:

Department head
School Nurse
Guidance Counselor
School Adjustment Counselor
Special Education TEAM Chairperson
Bilingual Community Outreach/social worker
Interim support setting instructor

2. The parties further agree to eliminate the following stipend positions:

Special Needs Coordinator
Cafeteria Coordinator
Yearbook Advertising Coordinator
Yearbook Sales Coordinator
Sportsmen's Club
Robotics
Levels

3. The parties also agree to end Department Head Status for the Media Specialist/Librarian.