

**AGREEMENT**

**BETWEEN**

**THE NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES**

**AFFILIATED WITH**

**THE MASSACHUSETTS TEACHERS ASSOCIATION**

**ADMINISTRATORS UNIT**

**AND**

**NORTHAMPTON SCHOOL COMMITTEE 212 MAIN STREET,**

**NORTHAMPTON**

**MASSACHUSETTS 01060**

**COVERING THE PERIOD**

**JULY 1, 2022 THROUGH JUNE 30, 2025**

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## **CONTRACTUAL AGREEMENT**

Pursuant to the provisions of the General Laws, Chapter 150E, this Agreement is made and entered into by and between the SCHOOL COMMITTEE of the City of Northampton, hereinafter referred to and designated as the COMMITTEE and the Northampton Association of School Employees (Administrators), a voluntary association formed by certain individuals employed by the City of Northampton School System, hereinafter referred to and designated as the Association.

### **PREAMBLE**

This Agreement, entered into by the School Committee of the City of Northampton (hereinafter sometimes referred to as the Committee) and the Northampton Association of School Employees for the Administrators (hereinafter sometimes referred to as the Association or Administrators), has as its purpose the promotion of harmonious relations between the Committee and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

### **MANAGEMENT RIGHTS**

Except as expressly provided otherwise by this Agreement, or by Chapter 736 of the Act of 1965 or any subsequent laws, the determination and administration of school policy, the operation of the schools and the direction of the teachers are vested, exclusively, in the School Committee or its statutory agents as defined in the Education Reform Act of 1993. The administration and execution of the provisions of this paragraph will be carried out by the Superintendent of Schools, or his/her designee, as the chief executive officer of the School District. The management of the school system, and the direction of the working force, including the right to plan, direct and control operations; to schedule and assign duties to employees; to determine the curriculum, textbooks, instructional supplies and schedules; to establish standards and to maintain the efficiency of employees; to establish and require employees to observe School District rules and regulations; to hire, lay-off or relieve employees from duties; to maintain order and to suspend, demote, discipline and discharge employees for just cause, are the recognized, reserved rights of management. The foregoing enumeration of management rights shall not be deemed to exclude other rights of management, not specifically set forth; the employer, therefore, retaining all rights not specifically restricted by this Agreement. The exercise of any of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Association or Administrators.

**ARTICLE I**  
**SCOPE**

1.01 Recognition

- A. For the purpose of collective bargaining, the Committee recognizes the Association as the exclusive representative of the Administrators, a Unit consisting of: all Associate Principals and the Director of Health, Safety, and Equity Programs, Elementary Curriculum Coordinator, Associate Director of Student Services: Special Education, Associate Director of Student Services: Early Childhood, Supervisor of English Language Learners, Family Engagement Coordinator, Director of Health and Safety, and Athletic Director but excluding all other employees of the Northampton Public School System.
- B. The employees of this Unit will hereinafter be referred to as Administrators.
- C. Administrators and the District recognize the need for cooperation, understanding and mutual support to operate an effective program of educational opportunity.
- D. The position of each administrator in the collective bargaining unit is an exempt position under the Fair Labor Standards Act.

1.02 Compensation and Other Conditions of Employment

The Committee and the Association agree that all conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be altered as required by the express provisions of this Agreement.

**ARTICLE II**  
**NEGOTIATION PROCEDURES**

2.01 The Committee and the Association agree to enter into negotiations over a successor agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning administrators' wages, hours and other conditions of employment. For the successor agreement, all matters subject to negotiation will be bargained for during a period beginning November 1 unless changes in the ordinances of the City of Northampton make a different negotiation period necessary.

2.02 Any agreement so negotiated will apply to all Administrators and will be reduced in

writing and signed by the Committee and the Association. The contract resulting from these negotiations will be final and binding upon both parties for the period of that contract.

- 2.03 The Committee agrees not to negotiate, during the term of this Agreement, with any organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E of the General Laws of the Commonwealth.
- 2.04 If the negotiations described in this Article have reached an impasse, the procedure described in Chapter 150E of the General Laws of the Commonwealth will be followed.
- 2.05 The Committee and the Association mutually pledge that the representatives selected by each shall have all necessary power and authority to present relevant data, exchange points of view, make proposals and counter proposals, make tentative agreements and effectively recommend acceptance of an Agreement.
- 2.06 In any negotiations described in this Agreement, neither the Committee nor the Association shall have any control over the selection of the negotiation representatives of the other party. Each party's group or team of representatives for negotiations shall consist of not more than five members.
- 2.07 Subject to the provisions of this Agreement (and except as otherwise provided by Article XIV included and made a part thereof) the wages, hours, and other conditions of employment applicable on the effective date of this contract to employees covered by this Agreement shall continue to be so applicable.
- 2.08 For this contract term (2022-2025), the parties agree to form a Joint Labor Management Committee (JLMC) to review and update job descriptions and add positions where necessary (e.g., Family Engagement Coordinator and Director of Health and Safety).

### **ARTICLE III GRIEVANCE AND ARBITRATION PROCEDURE**

- 3.01 Definition. Any claim by the Association or member or group of members that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement; a violation of his/ her or its right to fair treatment; a change in wages, hours, and/or working conditions; or a violation of any established policy or practice should be considered a grievance. Any matter related to an accommodation of an employee in accordance with the Americans with Disabilities Act shall not be subject to this grievance and arbitration procedure.

3.02 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 maximum 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 limit set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.

3.03 Procedure

- A. Pre-Grievance. A member with a potential grievance, along with an Association representative of the member's choosing, may seek out their supervisor and attempt to resolve a potential grievance verbally before the thirty (30) day time limit for filing at Level One lapses.
  
- B. Level One. Most building based members will file Level One grievances with their building principal. Itinerant staff or staff assigned to no school building will have a Director with whom they will file Level One Grievances. The term "supervisor" as used in this procedure means building principals or an individual member's directly responsible district level Director. The Director of Health, Safety, and Equity Programs will file her or his grievance with the Superintendent.

A member with a grievance will present it in writing to their supervisor either directly or through the Association within thirty (30) days of the grievable event(s), or when the individual or Association became aware of the grievable event(s) or when they should have been aware of the grievable event(s) that led to the complaint. The grievant shall set forth the nature of the grievance, shall specify the section of the Agreement alleged to have been violated, and what relief is sought, and it shall be signed by an Association official and/or by the individual member initiating the grievance (a group of members may have the grievance signed by a designated member). Their supervisor will meet with the member and an Association representative of the member's choosing within five (5) days of receipt of the member's written grievance. The supervisor will respond with a decision in writing to the member and to the Association within five (5) days of the meeting.

- C. Level Two. If the grievance is not resolved to the satisfaction of the grievant or the Association within five (5) days after meeting with the supervisor at Level One, the member may present the grievance in writing to the Superintendent or

their designee(s) within five (5) days of receiving the written response or following the date such decision was due if no decision was received. The Superintendent will meet with the member and an Association representative of the member's choosing within five (5) days of receipt of the member's written grievance. The Superintendent will respond with a decision in writing to the member and to the Association within five (5) days of the meeting.

- D. Level Three. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association, the member may present the grievance in writing to the School Committee within five (5) days after the decision of the Superintendent or their designee was presented or following the date such decision was due if no decision is received. The School Committee or its designee(s) shall hold the hearing at the next regularly scheduled meeting of the School Committee and may render its decision in writing to the member and to the Association no later than ten (10) days following the date of such hearing. If the grievance involves an Appointing Authority matter, and has not been resolved at Level One or Two, as applicable, the Association may submit the grievance to arbitration and shall not submit the grievance to the School Committee.
- E. Level Four. If the grievance is not resolved to the satisfaction of the grievant(s) or the Association after the procedures set forth above have been exhausted, the School District or the Association may, as the case may be, submit the grievance to arbitration within thirty (30) days from the date the final decision of Level Three of the grievance procedure was due. The party wishing to refer the matter to arbitration shall so notify the other party in writing stipulating the matter to be arbitrated and requesting arbitration. The arbitration shall be conducted by an arbitrator to be selected by the School District and the Association, as the case may be, if they can mutually agree upon selection within fifteen (15) days after notice has been given. If the parties are unable to select an arbitrator who is mutually acceptable, then the grievance may be submitted by either party to arbitration in accordance with the American Arbitration Association's current rules.

Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

The decision of the arbitrator should be limited to the specific point or points of difference submitted to him or her. The arbitrator shall have no power to add or

subtract from, modify, or amend any provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties and shall be specifically enforceable against either party.

The arbitrator shall not render a decision contrary to state or federal law. The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual written agreement, shall be requested to issue the decision not later than thirty (30) days from the date of the hearing or from the date of the submission of final briefs, whichever is later.

The cost of any arbitration proceedings and reasonable expenses incurred therewith shall be divided equally between the School District and the Association. Grievances may be settled without precedent at any stage of this procedure.

- F. Expedited Grievance Resolution Process. After a grievance has been appealed to Level Two, or, if the parties have agreed to initiate a grievance at Level Two, either the Superintendent or President of the Association may request in writing that a Joint Labor Management Committee be convened. Both parties must agree in writing. The committee will consist of at least two (2) individuals appointed by the Association, and at least two (2) individuals appointed by the Superintendent. The parties agree that representatives at the appropriate levels of the school department will be appointed to the committee. Experts, resource people, and others may also, at the request of either party, be asked to participate, and to provide information, but are not members of the Committee.

The Joint Labor Management Committee will discuss the grievance, will research and share relevant information, and will develop appropriate resolutions acceptable to the parties. All decisions will be made by consensus.

Any discussion between the parties pursuant to the work of the Joint Labor Management Committee will be considered confidential and will not be admissible at any subsequent level of the grievance procedure.

If a grievance that has been referred to the Joint Labor Management Committee remains unresolved after fifteen (15) days following said referral to the Joint Labor Management Committee the parties agree that they will either, a) agree to the extended timelines, or b) the Association will, within five (5) days, resubmit the grievance to the Superintendent at Level Two. Thereafter, the timelines established at Level Two of the grievance procedure will be followed.



### 3.04 General Provisions

- A. The District and the Association may process grievances under the Grievance and Arbitration Procedure set forth herein. The District and the Association acknowledge the right of either party to participate in the processing of a grievance at any level.
- B. The Association shall have the right to use in its presentation at any level of this Grievance and Arbitration Procedure any representative or representatives of its own choosing.
- C. The District acknowledges the right of the Association to be present in the proceedings of a grievance starting at Level One.
- D. An employee under this contract may present a grievance to their employer and have such grievance heard without intervention by the Association provided that the Association is afforded the opportunity to be present at each level of the procedure and that any adjustments made shall be consistent with the terms of the Agreement then in effect between the employer and the Association.
- E. No reprisals of any kind will be taken by the School Committee or Administration against any member because of his/her participation in the grievance process.
- F. The School Committee and 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 from the personnel file of the aggrieved member as is necessary for the processing of any grievance. The Association will likewise cooperate with the School Committee and Administration.
- G. The time limits set forth in this Article may be extended by written agreement of the parties.
- H. Provided that the parties agree in writing, Level One and Level Two of the grievance procedure may be bypassed and the grievance brought directly to the next level. This does not apply to grievances that involve an Appointing Authority matter. However, in those cases, the time limits set in Level One apply.
- I. All decisions rendered at Levels One, Two, and Three of the grievance procedure

will be in writing, setting forth the decision and the reasons thereof and will be transmitted promptly to the grievant and the Association.

- J. Failure, by the member and/or the Association representative, to move a grievance to the next level within the time limit established in this Article presumes that it has been satisfactorily resolved at the last level to which it has been properly processed.
- K. In the event that representatives of the district do not answer within time limits herein provided, the grievance may be presented directly to the next level of the grievance process.
- L. If, in the judgment of the Association, a grievance affects a class or group of members, the Association may submit a grievance in writing to the Superintendent directly and the processing of such grievances will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance and arbitration procedure even if the aggrieved group does not wish to do so.
- M. Only the District or the Association may move the matter to arbitration.
- N. When it is necessary, pursuant to Level Four of the Grievance and Arbitration Procedure, for an aggrieved member to attend a hearing held during a school day by an arbitrator they and an Association representative of the member's choosing will be released without loss of pay as necessary in order to permit participation in the foregoing activity.
- O. The cost of the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the School Committee and the Association.
- P. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless otherwise required by law.

#### **ARTICLE IV ADMINISTRATIVE EMPLOYMENT**

- 4.01 All Administrators, while in the service of the Northampton School District, 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, and the promotion of democratic citizenship. 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.

- A. Qualifications. All Administrators shall qualify for a position in the Northampton Public Schools under the General Laws of the Commonwealth of Massachusetts and such other regulations set forth by the Northampton School Committee.
- B. Nondiscrimination. In accordance with applicable federal and state laws, the employer and the Association agree not to discriminate against any employee covered by this Agreement on the basis of age, sex, race, religion, color, creed, physical handicap, national origin, sexual orientation, residence, marital status, pregnancy or pregnancy-related condition.
- C. Application for Administrative Employment. Application for administrative positions shall be on the basis of professional and legal certification and qualifications. All letters of application shall be directed to and acknowledged by the Superintendent of Schools (Chapter 71, Section 39 General Laws shall apply.)
- D. Certification. General Laws of the Commonwealth of Massachusetts Chapter 71, Section 38G and Special Acts of 1973, Chapter 847, Section 8 shall apply.

## **ARTICLE V WORK SCHEDULE**

- 5.01 The work year for members of the bargaining unit shall consist of two hundred sixty one (261) workdays.
- 5.02 Each unit member will receive a daily duty-free lunch of contiguous minutes equivalent to the length of the student lunch at the level at which they are employed. Administrators whose work responsibilities overlap levels will receive the number of minutes per day at the level with the maximum number of minutes.
- 5.03 Except for the Associate Director of Student Services, no bargaining unit member shall be required to work summer school.

## **ARTICLE VI ASSIGNMENTS AND RESPONSIBILITIES**

- 6.01 The District and the Association agree that the primary purpose of the Administrator is to

administer and supervise, and that their energy should be utilized to this end. The District agrees to relieve Administrators of nonprofessional duties in order that the Administrator's time may be devoted to administration and supervision. These duties include but are not limited to bus duty, hall monitoring, cafeteria duty, recess duty, etc.

- A. Without derogating from the importance of any classroom teaching responsibilities of Administrators, such responsibilities will be assigned so as to not impair an administrator's ability to fulfill their administrative and supervisory responsibilities.
- B. While final decisions concerning the following matters are reserved exclusively to the Superintendent and/or Principal, the District agrees that:
  - 1. Administrators may be requested to make comments and present ideas regarding the best use of personnel and equipment for a more efficient operation of their respective schools.
  - 2. Administrators will participate in the preparation of the budget as it affects their school or program. After the administrative personnel and the Superintendent have conducted their own meetings and before the final budget is completed, Administrators shall have the opportunity to present their views to the School Committee on budget priorities in their respective areas.
- C. Reserved for future use.
- D.
  - 1. An Administrator will attend a subcommittee meeting of the School Committee whenever any item on the subcommittee's agenda relates to their duties, unless the Administrator (i) is ill, (ii) is on vacation, or (iii) has one or more other reasons for not attending approved by the Superintendent, which approval shall be requested by the Administrator at least twenty-four (24) hours in advance, if possible, of the applicable meeting. The Superintendent will, if possible, notify an Administrator of any such subcommittee meeting at least forty-eight (48) hours in advance and will, if possible, schedule their appearance before the subcommittee at a particular time.
  - 2. Administrators will attend regular School Committee meetings if an item on the School Committee's agenda concerns their school or their duties specifically or if their presence is requested by the Superintendent.
- E. Members of the bargaining unit shall use their professional judgment in deciding

whether to maintain office hours when schools are closed due to weather conditions, unless an emergency is declared by the Mayor or the Governor closing municipal offices.

**ARTICLE VII  
SICK LEAVE**

- 7.01 Full time Administrators who begin work in a year on the first day of such work shall commence such year with sick leave credit of thirteen (13) days (a day consisting of eight (8) hours).
- A. Administrators who begin work in a year after the first day of such year will receive an initial credit of 1-1/12 days (8.67 hours) for each full month remaining in the year. Administrators who cease work at any time during the year will have their initial sick leave credit for the year reduced by 1-1/12 days (8.67 hours) for each month or portion thereof that they do not work, plus the number of such initial sick leave days they have used during the year.
  - B. For purposes of determining sick leave days pursuant to subsection A or subsection B of this Section, (i) an Administrator shall be considered at work on any day on which the Administrator is on (A) a leave of absence described in this Article (other than a leave of absence described in Section 7.04 of this Article), in Article VIII (other than a leave of absence described in Section 8.04 or Section 8.05) or in Article X, or vacation of (B) a leave of absence described in Section 9.01 of ten (10) work days or less, but (ii) an Administrator shall not be considered to be at work on any day on which the Administrator is on a leave of absence described in Section 9.01 longer than ten (10) work days; provided, however, that an Administrator shall be considered to be at work during any period of a leave under Section 8.04 for which sick leave days are used. For purposes of determining the length of a leave of absence described in Section 9.01, days granted pursuant to any such leave of absence that immediately follow the days granted pursuant to a prior leave of absence described in Section 9.01 for the same purpose shall constitute a single leave of absence.
  - C. For purposes of determining the number of sick leave days provided under this Section for a year that are used in such year, sick leave days provided under this Section for such year shall not be considered to be used until sick days accumulated in previous years have been exhausted.
  - D. Unused sick leave days will accumulate without limit.
  - E. For purposes of this Section a year shall mean the period from July 1 through June 30.

F. Any newly appointed member of this Unit shall be allowed to carry over accrued sick leave available to them based on previous employment in the Northampton Public Schools or in the City of Northampton provided there has been no break in service between appointment as an Administrator and the prior Northampton position.

7.02 Absence from work due to illness of the employee will be charged against that employee's accumulated sick time.

7.03 The employee may use their accumulated sick time for illness of a member of the employee's immediate family as referred in Article X, Bereavement Leave or other relative of the employee who resides in the household of the employee to care for the ill person.

This shall not be construed to mean a continuing absence but rather an emergency type of situation for a period of up to one (1) week. A variation of the one week limit may be granted by the Superintendent.

In the event that a full-time Administrator exhausts their accumulated sick leave due to a continued serious illness of the Administrator documented by a doctor's certificate, the Superintendent will extend his/her sick leave entitlement for the duration of the illness or fifty (50) days, whichever is less.

7.04 Any Administrator whose personal illness extends beyond the period compensated by Section 7.03 above will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.

7.05 In the case of the death of an Administrator, their beneficiary shall receive one-third (1/3) of the value of accrued unused sick leave paid on the basis of 1/260 of the Administrator's annual salary at the time of death.

7.06 Retirement Sick Leave Buyback

A. An Administrator meeting the following requirements shall be entitled to receive the sum of fifty-five dollars (\$55.00) per day for one hundred (100) days of unused sick leave accumulated in the Northampton System.

B. The Administrator must be retiring with fifteen (15) or more years of service with the Northampton School Department.

C. The Administrator must have at least one hundred (100) days of unused

accumulated sick days.

- D. The Administrator must advise the Superintendent of his/her intention to retire by January 15 immediately preceding the end of the school year they plan on retiring. This requirement may be waived by the School Committee.
- E. 403B. Effective July 1, 2022, the Committee agrees to make available the City's 403B in accordance with Internal Revenue Service regulations to allow members of Unit B to make a one-time transfer of sick leave buyback monies at the time of retirement to a 403B plan to reduce tax liability in accordance with Internal Revenue Service Regulations.

7.07 In order for the District to plan for the assumption of the Administrator's duties in the event of absence, the Administrators will report any illness or injury which causes absence to the district substitute system at least one (1) hour before the start of duty and notify the supervisor directly if there is less than one (1) hour before the start of duty. The Superintendent may request a doctor's certificate in the case of extended absences or unusual circumstances whether or not the third paragraph of Section 7.03 is applicable.

7.08 Sick Leave Bank.

- a. There shall be a Sick Leave Bank Committee. The Committee shall consist of the Vice-Chairperson of the Northampton School Committee, the Superintendent of Schools, and the President of the Northampton Association of School Employees. In addition to the President, the Committee shall include a non-voting representative from each of the bargaining units that make up the Association. The unit representative will participate only in the meetings that review the request from their unit. The Sick Leave Bank Committee will administer the provisions of the Sick Leave Bank.
- b. The Sick Leave Bank will depend upon voluntary contributions from employees covered by this Agreement.
- c. Employees are automatically enrolled in the sick leave bank after working 90 days, or as soon as they have accrued 2 sick days. An employee who wishes to opt-out must notify the Human Resources Department, using the approved form, as follows: 1) For new employees in the first year of employment, at the time they are hired, 2) For returning employees before the first day of classes in the school year which they decide to opt-out. Employees may not rejoin the sick leave bank in any school year for which they have opted out. Returning employees who have contributed to the sick leave bank and opt-out in a subsequent school year will not receive a return of sick leave bank hours they have contributed in prior years.

- d. Bargaining unit members who do not opt-out of the Sick Leave Bank in their first year of employment will have two (2) days of their accumulated sick days donated to the Sick Leave Bank within ninety (90) working days of the date that they first reported for work, provided that they have accrued days available for this purpose. If they have not accrued enough days within ninety (90) working days, they shall not be enrolled in the bank and will need to opt-in in a future year under the procedures in g, below.
- e. After the initial donation, each year one - (1) day will be added to the Sick Leave Bank by each member of the Sick Leave Bank.
- f. The number of days in the Sick Leave Bank cannot exceed a maximum of 15000 hours. If the sick leave days in the Bank exceed 12000 hours, the members of the Bank will not be required to make the annual one (1) day donation at the start of the school year. If the number of sick leave days in the Bank are depleted to 7500 or less of the maximum number of hours, one (1) additional day for the Bank may be assessed each member.
- g. If an employee who has opted out of the Sick Leave Bank in a prior school year requests to join in a subsequent school year, the member will notify the Human Resources Department by November 1st, using the approved opt-in form. Their initial donation to the Bank must equal the total number of days that they would have donated through the years had they not opted out. If they have not accrued enough days to contribute to the Bank, they will not be eligible to opt-in until they are in a school year where they have enough sick days to donate.
- h. No member of the Sick Leave Bank will be denied continuation of membership in the Bank if a long-term illness has caused exhaustion of their individual sick leave benefits, thus preventing annual required donations to the Bank.
- i. A member of the Sick Leave Bank who has exhausted their individual sick leave benefits may apply for benefits from the Sick Leave Bank. Such benefits are intended to augment an employee's sick leave benefit in cases involving catastrophic or long-term illness or accident not covered by Workers' Compensation. In assessing any application, the Sick Leave Bank Committee may request such medical documentation as it deems appropriate and shall, in addition, consider the following criteria:
  - 1. Demonstrated need of the applicant
  - 2. Prior sick leave usage
  - 3. Relative needs of other applicants
  - 4. Supply of days in the Bank
- j. The Sick Leave Bank Committee's decision on all applications and other matters within its jurisdiction shall be final and shall not be subject to the grievance/ arbitration procedure



contained in this Agreement. Any employee whose application is rejected or modified will, upon request, be granted a meeting with the Sick Leave Bank Committee.

- k. By June 15 and November 15 of each year, the Human Resources Department will inform the Sick Leave Bank Committee of the number of days accrued in the Sick Leave Bank.

**ARTICLE VIII  
PAID LEAVES OF ABSENCE**

- 8.01 The parties recognize that absences are detrimental to the educational process, and, therefore, must be held to an absolute minimum.
- 8.02 Professional Leave may be granted subject to the approval of the Superintendent. These days shall not be deducted from sick leave.
- 8.03 Personal Day. Four (4) personal days are allowed each year. These days are not subtracted from the regular sick leave. These days may not be used to extend a vacation unless requested in writing to the Superintendent and approved in writing by the Superintendent thirty (30) days in advance. Any unused personal days in any year will be added to the administrator's sick leave days at the end of such year, or, in the case of an administrator who dies or retires during a year, upon the death or retirement of such administrator. An administrator will notify the district substitute system of their intent to use personal time at least twenty-four (24) hours before the personal day is to be taken. In the case of an emergency, an administrator shall notify the district substitute system at least one (1) hour before the start of duty and notify their supervisor directly if there is less than one (1) hour before the start of duty.
- 8.03 Religious Observance. Up to a total of three (3) days during any school year will be allowed for religious observance. These days shall be deducted from personal leave, sick leave, or vacation days, if applicable. The administrator shall notify the Superintendent's office whether they want these days deducted from personal leave, sick leave, or vacation days.
- 8.04 Parental Leave. Employees will be eligible for parental leave in accordance with the provisions of Massachusetts General Laws, Chapter 151B §4 and Chapter 149 §105D as interpreted and enforced pursuant to Chapter 151B §4 (11A).
- 8.05 Sabbatical Leaves. In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the Superintendent shall  
.01 adhere to the following policies in respect to granting sabbatical leaves:

- A. Normally, no more than two (2) Administrators of the professional staff shall be absent on sabbatical leave at any one time, said leave to run concurrently with the normal school year.
- B. Those persons who have completed six (6) years on the professional staff in Northampton Public Schools shall be eligible for sabbatical leave.
- C. Any member who desires to apply for sabbatical leave shall make such application on an application form devised by the Superintendent and shall submit such application to the Superintendent by December 31 if the leave is to commence the following September.
- D. In passing on an application for sabbatical leave, the Superintendent will apply the following criteria: years of service of applicant, type of research or study planned, educational value of proposed research or study to the Northampton Public Schools, relationship to professional growth of applicant, urgency of proposed research or study, and distribution of candidates by school levels (i.e. elementary, middle school and senior high).
- E. Each applicant will be notified no later than January 31 of the Superintendent's decision.
- F. Any member accepting sabbatical leave shall enter into written agreement with the Superintendent in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts.
- G. When the sabbatical leave has been completed, the sabbatical scholar shall, if requested, submit a report of their research or study for the Superintendent in such form as has been determined by the Superintendent.
- H. Each member granted a sabbatical leave shall have the right to return to their original position or to the same level (group).
- I. A sabbatical scholar on a one-year leave shall receive three-fourth (3/4) salary including the current increment.

8.05 Job Renewal. Administrators who desire temporary changes in job focus will be  
.02 encouraged to propose short-term projects, tasks and administrative exchanges designed

to improve individual performance. The Superintendent of Schools will have complete discretion over such proposals as well as the number of unit members recommended, if any, in any one work year.

Such changes will be for a period of time not to exceed six (6) months duration unless agreed to by the individual and the Superintendent of Schools. Individuals seeking reassignment under this provision will submit a written proposal stating the goals, time frame and rationale for the reassignment to the Superintendent of Schools at least three (3) months in advance. Projects may include but are not limited to special assignments, grant writing, business and community relations projects and teacher/administrative exchanges with other systems or countries.

Renewal projects will be in lieu of an Administrator's regular duties. Activities taken under these provisions will be for a specific period of time and will not jeopardize the participating Administrator's ability to return to the regular position at the conclusion of the reassignment or his/her standing in the Unit. Extensions of the original time frames may be granted by the Superintendent of Schools. Over the course of the renewal project the Administrator shall receive regular benefits under the Agreement.

#### 8.06 Jury Duty

- A. An employee who serves on jury duty will continue to receive their regular pay, provided the Superintendent 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 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 the employee's personal reimbursement to the City.
- B. An Administrator on jury duty shall be considered as being employed Monday through Friday.
- C. An Administrator who is on jury duty for four (4) hours or less shall return to work for the remainder of the work day.

#### 8.07 Subpoenaed Court Leave. Administrators will not suffer loss of pay, sick or personal days for subpoenaed court appearances.

## **ARTICLE IX GENERAL LEAVES OF ABSENCE**

9.01 Administrators may apply for extended leaves of absence without pay which may be granted at the sole discretion of the Superintendent. All benefits to which an Administrator was entitled at the time any extended unpaid leave commenced, including accumulated sick leave, general increases, and other benefits, will be restored to the Administrator upon return from any such leave. If an Administrator should die while on unpaid leave, their beneficiaries shall be entitled to the benefits set forth in Article VII, Section 7.05.

An Administrator returning from an approved leave of absence shall have the right to return to their original position or the same level (group). Medical certification may be requested by the Superintendent to verify the extended illness or sickness of the Administrator. In determining the placement on the salary schedule of an Administrator who returns from an extended leave of absence,

- A. An Administrator returning to their position during the school year in which the leave takes effect shall be placed on the step of the salary schedule they occupied prior to the commencement of such leave (as the amount payable for such step may have been increased by any general compensation increases effective on or before such return); provided, however, that if the leave begins on the first day of such school year, such Administrator shall be placed on the step next higher than that which they occupied during the school year immediately prior to such leave; and
- B. An Administrator returning from leave in a school year after the school year in which their leave takes effect shall be placed on the step next higher than that which they occupied immediately prior to such leave.

9.02 Under no circumstances shall the period of any unpaid leave of absence count as “service” for the purposes of determining eligibility for tenure under General Laws, Chapter 71, Section 41.

9.03 All requests to the Superintendent for leaves of absence, extensions or renewals must be in writing. In cases of extensions or renewals, such requests must be received by the Superintendent by March 1 of each year in which the leave expires.

9.04 Failure to be available for assignment at the termination of a leave shall constitute unauthorized leave. Further absence caused by extenuating circumstances may be approved by the Superintendent.

**ARTICLE X  
BEREAVEMENT LEAVE**

10.01 In the event of the death of a member of the immediate family, or of any person who resides in the household of the employee (including a relative of the second degree), an Administrator shall be entitled to five (5) bereavement days. Immediate family includes: spouse, child, step-child, foster child, grandchild, parent, parent-in law, child-in-law, siblings, grandparents, great-grandparents, or great-grandchildren as defined in the Family Medical Leave Act.

In the case of the death of a relative of the second degree not residing in the employee's household, the Administrator shall be entitled without loss of pay to three (3) bereavement days. Relatives of the second degree include uncles, aunts, nephews, nieces, cousins, siblings-in-law and grandparents-in-law.

Bereavement leave should be taken upon the death of the family member, or once services have been scheduled. Employees wishing to take a bereavement day should make their request through the District system. Approval will be made by the employee's immediate supervisor.

With the consent of their supervisor and providing that 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. A co-worker is defined as an employee who works in the same building or employees who have worked together for three or more years. Employees are entitled to the above bereavement days each calendar year.

**ARTICLE XI  
INSURANCE**

11.01 Group Life and Health Insurance. Any Administrator is eligible for enrollment in any insurance plan whether life or health offered to the employees of the City of Northampton. The premium paid by the City will be the same as that paid for other City employees, except that the City will pay eighty percent (80%) of the premium for hospital and medical coverage in the City of Northampton's group plans provided through health maintenance organizations or fifty percent (50%) of the premium for hospital and medical coverage in the City of Northampton's group plans provided through preferred provider organizations during the term of this Agreement. Should the amount paid by the City exceed the rates above for any bargaining unit within the City, the parties agree to reopen negotiations for this provision of the Agreement.

- 11.02 The Administrator's health and accident insurance carried by the City will be continued during the period of an extended unpaid leave of absence, provided the Administrator pays the total monthly cost of such coverage to the City within seven (7) days from the last billing date.

**ARTICLE XII  
TAX SHELTERED ANNUITIES; PAYROLL DEDUCTIONS**

- 12.01 Administrators will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law 87-370, and to have deductions from their pay for dues, United Fund, and other like deductions.
- 12.02 Commencement of or withdrawal from participation shall be in accordance with current practices (for a contract year).

**ARTICLE XIII  
TRANSPORTATION, TRAVEL AND CELL PHONE ALLOWANCE**

- 13.01 Administrators will be paid at the rate authorized by the City for the use of any privately owned conveyance for any travel in-state or out-of-state, incurred in the performance of their duties for the Northampton Public Schools. Administrators will be expected to maintain a log showing the distance of any such trips, the place traveled, and the purpose of the trip. Such logs will be turned in periodically to the Superintendent. Administrators may choose to receive a flat rate reimbursement of twenty dollars (\$20.00) per month for in-district travel in place of maintaining and submitting a travel log, and should notify the Superintendent by September 1<sup>st</sup> of each school year if this is their preference.
- 13.02 The following Administrators shall be entitled to an allowance of thirty dollars (\$30.00) per month for the use of a cell phone: Director of Health, Safety, and Equity Programs, Associate Director of Student Services: Special Education, Associate Director of Student Services: Early Childhood, and Athletic Director. The cell phone allowance shall commence during the first full month of employment. This allowance will not be pro-rated for partial months of employment. Administrators shall give notice to the Superintendent within ten (10) days of the date they assume their job responsibilities of their request for the allowance.

**ARTICLE XIV  
INITIAL PLACEMENT ON SALARY SCHEDULE**

14.01 The Superintendent has the final authority for setting the initial salary placement of an Administrator, giving due consideration to qualifications, experience and other regulations of the District.

14.02 Unit members who assume the responsibilities of their supervisor will do so without additional compensation for a period of up to twenty (20) consecutive work days. On or before the 21<sup>st</sup> day of service, the Superintendent of Schools agrees to meet with the Association to negotiate salary and support.

**ARTICLE XV  
SALARY SCHEDULE**

15.01 Salary: Waiting period between steps--twelve (12) months. Full months in non-pay status must be made up for advancing in step 1.

<b>Unit B Administrators Salary Scale - FY23-FY25</b>									
<b>FY23</b>				3.00%	COLA				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>A</b>	87,523	91,660	96,021	100,294	101,297	102,818	105,388	108,023	110,723
<b>B</b>	72,447	77,716	81,497	85,476	86,329	87,625	89,815	92,061	94,362
<b>FY24</b>				2.50%	COLA				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>A</b>	89,711	93,951	98,421	102,802	103,830	105,388	108,023	110,723	113,491
<b>B</b>	74,258	79,659	83,535	87,613	88,487	89,815	92,061	94,362	96,721
<b>FY25</b>				2.50%	COLA				
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
<b>A</b>	91,953	96,300	100,882	105,372	106,426	108,023	110,723	113,491	116,329
<b>B</b>	76,115	81,650	85,623	89,803	90,699	92,061	94,362	96,721	99,139

Administrators will be paid their salary in twenty-six (26) equal payments.

CLASSIFICATION LEVELS

- Group A High School Associate Principal, Middle School Associate Principals, Associate Director of Student Services, Associate Director of Student Services: Special Education, Associate Director of Student Services: Early Childhood Coordinator, Director of Health, Safety and Equity Programs.
- Group B Elementary Associate Principals, Athletic Director

15.02 The City of Northampton shall direct deposit the paychecks of all Administrators to a banking institution of the Administrator’s choosing.

15.03 Advanced Study Salary Adjustments; Notice to Superintendent

- A. Changes in salaries due to advanced study will be made twice a year, each September and/or February, only as a result of administrator claims substantiated by college records.
- B. To be eligible for such advance study salary adjustments, administrators must submit a statement to the Superintendent of Schools, in writing, of their intention to request advancement on the Salary Schedule to a specific salary lane under this provision by February 1<sup>st</sup> of the year preceding the September or February that advancement would occur.
- C. Salary adjustments for Master’s Degree +30, Master’s Degree +60/Certificate of Advanced Graduate Study, and/or an Education Specialist degree will be as follows:

For 2022-2023: A salary adjustment of one thousand dollars (\$1000) will be awarded for completion of a Master’s Degree +30, Master’s Degree +60/Certificate of Advanced Graduate Study, and/or an Education Specialist degree. An additional salary adjustment of one thousand dollars (\$1000) will be awarded for completion of a doctoral degree.

For 2023-2024: A salary adjustment of one thousand one hundred dollars (\$1100) will be awarded for completion of a Master’s Degree +30, Master’s Degree +60/Certificate of Advanced Graduate Study, and/or an Education Specialist degree. An additional salary adjustment of one thousand one hundred dollars (\$1100) will be awarded for completion of a doctoral degree.

For 2024-2025: A salary adjustment of one thousand two hundred dollars (\$1200) will be awarded for completion of a Master’s Degree +30, Master’s Degree +60/Certificate of Advanced Graduate Study, and/or an Education Specialist degree. An additional salary adjustment of one thousand two hundred dollars (\$1200) will be awarded for completion of a doctoral degree.



**ARTICLE XVI  
VACATIONS**

- 16.01 Effective July 1, 2006, members of the bargaining unit shall earn vacation leave for each month worked during the period July 1 and ending June 30 of the following year. All bargaining unit members shall accrue vacation leave at the rate of two and one-half (2.5) days (20 hours) for each month worked.
- 16.02 When the employee's services terminate, they shall receive payment for vacation leave earned but unused. If leave used exceeded the amount earned, refund will be made by the employee.
- 16.03 Total vacation leave, in the amount of thirty (30) days, as appropriate in conformity with 16.01 above, shall be credited on July 1 of each year.
- 16.04 A. If an Administrator has twelve (12) or more unused vacation days in any year, the Administrator may carry over ten (10), but no more than ten (10) such unused vacation days, into the succeeding school year, and two (2), but no more than two (2) of such unused vacation days, will be added to the Administrator's accumulated sick leave. The carrying over of fewer than ten (10) such unused vacation days will not increase above two (2) the number of such unused vacation days added to accumulated sick leave, and the addition of fewer than two (2) such unused vacation days to accumulated sick leave will not increase above ten (10) the number of such unused vacation days that can be carried over.
- B. If an Administrator has fewer than twelve (12) unused vacation days in any year, the Administrator may determine the number of such unused vacation days to be carried over to the succeeding school year and to be added to the Administrator's accumulated sick leave; provided, however, that no more than ten (10) of such unused vacation days shall be carried over, and no more than two (2) of such unused vacation days shall be added to the Administrator's accumulated sick leave.
- C. Unused vacation days to be added to an Administrator's accumulated sick leave in any year shall be so added on the last day of such year.
- D. Vacation days carried over to a succeeding school year shall not form part of the

base from which used vacation days are subtracted for purposes of determining unused vacation days in such year.

E. For purposes of this Section a year shall mean the period from July 1 through June 30.

16.05 Prior approval for vacation leave is required. Members of the bargaining unit shall submit their requests for the ensuing year to the Superintendent, or his/her designee, as the case may be, no later than June 1. Changes in vacation time may be requested after June 1 but are subject to the approval of the Superintendent or their designee.

16.06. In years 2022-2023 and 2023-2024 Unit B may buy back to up to ten (10) vacation days at 75% of their daily rate as long as they were employed by the district, in any position (not limited to Unit B) in 2021-2022 and 2022-2023. For the 2021-2022 school year, the benefit will be retroactive if the CBA is ratified after the end of the FY.

In order to buy back unused vacation time from the 21-22 school year, Unit B members must communicate intent to HR and Business manager within then (10) days of ratification of the contract. In order to buy back unused vacation time from 2022-2023 school year, Unit B members must communicate intent to HR and the business manager by June 30, 2023.

This benefit is not applicable to the last year of this agreement.

## **ARTICLE XVII HOLIDAYS**

17.01 Administrators will be entitled to the following holidays: Fourth of July, Labor Day, Columbus/ Indigenous Peoples' Day, Veterans' Day, One-half day before Thanksgiving Day, Thanksgiving Day, Day after Thanksgiving Day, Last Scheduled Work Day Before Christmas Day, Christmas Day, One-half Day before New Year's Day, New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots' Day, Memorial Day, and Juneteenth

17.02 A holiday which falls on a Saturday will be deemed to have fallen on the preceding Friday; a holiday which falls on a Sunday will be deemed to have fallen on the succeeding Monday.

## **ARTICLE XVIII EVALUATION**

- 18.01 All monitoring or observation of the work performance of an Administrator will be conducted openly and with the knowledge of the Administrator. The use of eavesdropping, public address or audio system and similar surveillance devices shall be strictly prohibited.
- 18.02 A single personnel file for each Administrator, located at the Human Resources office, will be maintained. Administrators will have the right, upon request, to examine their personnel file, but will not have the right to review confidential references given at the time of employment or at the time of application for a change within the system.
- 18.03 All materials involving evaluation of an Administrator while in the employ of the Northampton Public School System will be reviewed by the Administrator prior to its insertion in their personnel file. The Administrator will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents therein. The Administrator will also have the right to submit a written answer to such material which will be attached to the file copy.
- 18.04 The Association recognizes the authority and responsibility of the District, the Superintendent and the administrator's supervisor to discipline or reprimand an administrator for delinquency of professional performance. However, no Administrator will be reprimanded, disciplined, discharged or denied any professional advantage without just cause. If an Administrator is to be disciplined or reprimanded, they will be entitled to have a representative of the Association present.
- 18.05 It is agreed that the Administrators will have a responsibility toward the evaluation of persons working under them. The Associate Director of Pupil Services will be evaluated by the Director of Pupil Services. The Elementary Curriculum Coordinator will be evaluated by the Superintendent of Schools. Each Associate Principal will be responsible as follows to evaluate, on an individual evaluation sheet, teachers assigned solely to their building and teachers assigned to more than one building for whom the Associate Principal is appointed Building Vice Principal pursuant to Article III, Section I of the Agreement Between the Northampton Association of School Employees and the Northampton School Committee Covering the Period of July 1, 2019 through June 30, 2022 (the Unit A Agreement). Each report implies that the evaluator has spent sufficient time in classroom observation to substantiate the evaluation.

Evaluation of Associate Principals will be done by the Principal under whom they work. It will also be the responsibility of the Principals to comment on general evaluations relative to the work performance of non-teaching personnel in their particular schools, such as lunch personnel, custodians, or secretaries, pointing out any areas where improvement is needed and the Director of the particular non-teaching personnel shall submit such an evaluation to the Principals for their comment. A copy of every evaluation will be submitted to the Superintendent for review.

## **ARTICLE XIX PROFESSIONAL IMPROVEMENT**

- 19.01 Administrators are encouraged to be active in their relevant national, regional, state and local professional associations. They are encouraged to attend professional conferences, workshops and meetings, and, subject to the advance approval of the Superintendent, they will be reimbursed for reasonable dues and expenses incurred in connection therewith. The District and the Association /Administrators, agree that, if possible, at least two Administrators at the secondary level, two principals at the elementary level and other Administrators with system-wide responsibilities will attend annually their appropriate National Conventions. Publications and information from these meetings will be shared with the District and other professional staff members.
- 19.02 Visiting Days. Administrators may obtain permission from the Superintendent for visiting days each year for visiting schools in Northampton or schools in other places. The Superintendent must be consulted at least two (2) days before the proposed visit. These visits will be granted on the basis of their importance to the schools.
- 19.03 Course Application and Reimbursement
- A. Courses must be approved in writing by the Superintendent of Schools prior to enrollment in the course.
  - B. For undergraduate courses, the standard of work must be “C” or better. The standard of work for graduate courses must be that which is acceptable for graduate credit.
  - C. No Administrator will be reimbursed for more than two (2) courses in any given calendar year.
  - D. Courses will be reimbursed up to the prevailing tuition rate at the University of Massachusetts.

- E. Reimbursement will be made in September, or as soon thereafter as appropriate documentation is provided, following the preceding twelve (12) month period during which the courses were taken. Reimbursement for courses will be made by separate check.
- F. Any Administrator who seeks reimbursement for courses must be under contract with the Northampton School System at the time reimbursement is requested.

**ARTICLE XX  
DUES DEDUCTION**

- 20.01 The District agrees to deduct from the salaries of the Administrators who have on file with the District a deduction authorization card, to be supplied by the Association, the dues required as a condition of acquiring or retaining membership in the Northampton Association of School Employees, National Education Association, and payments to the MTA Credit Union, health insurance and other like deductions. Said deductions shall be made in equal installments between the months of September and June.
- 20.02 The Association agrees to indemnify and save the District harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Association, who shall provide such information to the School District Business Manager as may be required by said Business Manager under General Laws, Chapter 180, Section 17A.

**ARTICLE XXI  
VACANCIES**

- 21.01 Whenever any professional vacancy occurs during the school year, if the School District intends to fill it, the Superintendent of Schools will notify the Association in writing at least fourteen (14) days prior to any public advertisement for the vacancy. During the summer months when school is not in session, notification will be sent to the President of the Association or to such other Administrator as is designated by the President of the Association.

Enclosed with the notification shall be a draft of the posting for such position. The draft shall clearly set forth the qualifications for the position, its duties and responsibilities, rate of compensation, duration, should the position be temporary in nature, and the closing dates for application. The Association shall have the right to discuss the conditions set forth in the draft with the Superintendent of Schools, with the

Superintendent retaining the right to determine final conditions and contents of the posting.

Vacancies in regular positions covered by this Agreement, which the School District intends to fill, will be posted within thirty (30) days of the date on which the position became vacant or notice was received of a resignation from that regular position. Should a position be created as temporary in nature, or should a vacant regular position within the unit be reassigned on a temporary basis to one or more other persons who are members of the bargaining unit, all of the above mentioned conditions shall normally apply. Temporary positions shall normally be those which are made vacant within the school year and shall only have duration for the remainder of that school year. The Superintendent shall determine if such positions shall be filled temporarily or posted as permanent positions.

The publication of any subsequent change in qualifications, duties, or other criteria will be preceded by written notice to the Association, citing the basis for such change, and inviting Association input and points of view.

All new regular and/or temporary positions which may be created will be accompanied with a Memorandum of Understanding, executed between the parties, clearly specifying the details and conditions of employment surrounding the new and/or temporary position(s).

- 21.02 All qualified Administrators will be given adequate opportunity to apply for such positions. The Superintendent and/or Principal agree to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, first consideration will be given to qualified Administrators already employed in the Northampton Public Schools.
- 21.03 Notice of such vacancies will be published for no less than twenty-five (25) days within the school system and within thirty days following official notification of the vacancy or the establishment of a new position.
- 21.04 Candidates for all Administrator positions in the Northampton Public Schools should possess a Master's degree and experience acceptable to the Superintendent and/or Principal.
- 21.05 Candidates for Administrator positions shall apply to the Superintendent of Schools;

formal written application shall then be made on forms appropriate to the position sought. The Superintendent will acknowledge the receipt of all applications for Administrator positions in writing within one (1) week.

- 21.06 Associate Principals shall be appointed by the Building Principal with the approval of the Superintendent. The Director of Health, Safety, and Equity Programs shall be appointed by the Superintendent.
- 21.07 An Administrator with professional status as a teacher whose position as Administrator has been eliminated, shall be given the first consideration to fill the first Administrator vacancy in the school system occurring after such elimination, for which he or she qualifies.
- 21.08 Appointments will be made without regard to race, creed, color, religion, nationality, gender, sexual orientation, age, or marital status.

## **ARTICLE XXII TRANSFERS**

- 22.01 An Administrator who desires a change in assignment or who desires a transfer to another building (which change in building or assignment may be a position in Unit A which is vacant or available and for which such Administrator is qualified) shall file a written statement of such desire with the Superintendent of Schools between September 1 and March 1 for the next school year. Such a statement shall include the grade (classroom) and/or administrative position to which the Administrator desires to be assigned, the school to which they desire to be assigned or transferred, and the reason for the request.
- 22.02 The following principles shall be applied to the reassignment or transfer of an Administrator:
  - A. A voluntary transfer shall be given preference to the extent compatible with individual qualifications, instructional requirements, staff availability, and other factors (including but not limited to the recommendations of the Administrator's immediate supervisor) affecting the best interests of the Northampton Public Schools and the pupils.
  - B. When an involuntary transfer is necessary, an Administrator's area of competence, major and/or minor field of study, quality of the Administrator's performance, and Length of service in the Northampton Public Schools will be considered, together with instructional requirements and other factors affecting

the best interests of the school system and the pupils in determining which Administrator is to be transferred.

- C. It is recognized that the final decision of whether such a transfer will be made must rest with the Superintendent.

### **ARTICLE XXIII PROTECTION**

- 23.01 Indemnification of Administrators for expenses or damages in connection with criminal or civil proceedings shall be in accordance with the applicable General Laws. The District agrees that it will provide insurance to cover Administrators for expenses or damages sustained by the Administrators by reason of an action or claim against the Administrators arising out of any other acts done by the Administrators while acting in their official capacity.
- 23.02 Administrators will, as soon as possible, report to their immediate supervisor in writing, any case of assault they suffer in connection with their employment. Such written report, if the Administrator requests will be forwarded to the Superintendent. The District will comply with any reasonable request from the Administrator for information it has about the incident and will act appropriately as a liaison between the Administrator, the police and the courts.
- 23.03 Workers' compensation shall be in accordance with the General Laws of Massachusetts, Chapter 152 Section 69 and in accordance with the present policy in effect in the City of Northampton for other employees.
- 23.04 It is agreed that in the event any complaint or allegation is made against an Administrator by a teacher or other person that notice will immediately be given to the Administrator of such allegation or complaint and they shall have an opportunity to defend against such complaint. In the event any derogatory material or information is received concerning an Administrator after their original hiring, which is to be placed in their, they shall have an opportunity to review such derogatory material and to respond thereto.

### **ARTICLE XXIV GENERAL**

- 24.01 It is agreed and understood that both parties acknowledge that they had unlimited rights and opportunity during negotiations to make demands with respect to any subject not removed by law from 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, it is agreed that negotiations will not be reopened on any item specifically covered by this Agreement, during the life of this Agreement. The above will not preclude the parties from mutually agreeing to reopen any item(s).

- 24.02 If any provision of this Agreement or any application of this Agreement to an Administrator or group of Administrators shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XXV REDUCTION IN FORCE**

### 25.01 Definitions

- A. Reduction in force: reducing the number of Administrators in this Unit or reducing the number of Administrators in a competitive group of this Unit.
- B. Competitive groups in this Unit: Categories in this Unit within which Administrators will compete based on job duties, job qualifications, size of school and salary. In this Unit two (2) salary levels will exist with Level A being the highest and Level B being the lowest.
- Category 1: High School Associate Principals -a separate competitive level  
Category 2: Middle School Associate Principals -a separate competitive level  
Category 3: Elementary Associate Principals -a separate competitive level  
Category 4: Director of Health, Safety and Equity Programs -a separate competitive level  
Category 5: Associate Director of Student Services: Special Education Associate  
Director of Student Services: Early Childhood  
Category 6: Elementary Curriculum Coordinator
- NOTE: The District reserves the right to change the category in which a position appears whenever there has been a significant change in job duties, qualifications, or size of school.

- 25.02 Seniority. Total years of service based on the Administrator's continuous service from date of appointment as an Administrator in the Northampton School Department.

- 25.03 Procedure. When it becomes necessary to reduce the number of Administrators in this Unit of the Northampton School District represented by the Northampton Association of School Employees, the Superintendent will consider the ability, qualifications,

certification, performance and seniority and when all factors constituting ability, qualifications, certification and performance are equal as determined by the Superintendent, length of continuous service in administration in the Northampton School Department will be the determining factor in deciding which Administrator will be affected.

- 25.04 Placement. An Administrator whose name has been reached for reduction in force under 25.03 and who is senior to other Administrators in the same category may bump within that category, but not into higher or lower categories, if their ability, qualifications, licensure, and performance are equal to other Administrators in the same category as determined by the Superintendent.

In the event of the elimination of the positions of a position in this Unit, the Administrator will have placement rights in Unit A based on total seniority with Unit A as of the date of appointment into this Unit provided that the Administrator is certified at the time they are being considered for transfer or “bumping” into Unit A or is certifiable by August 31.

- 25.05 Recall. Administrators who have been laid off shall be entitled to recall rights for a period of twelve (12) months from the date the Layoff is to take effect.

- A. During the recall period, Administrators 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, in the inverse order of their respective layoff.
- B. Administrators so notified shall have ten (10) calendar days [twenty (20) during the summer months] from the date the Superintendent places on the registered receipt to respond, in writing, to claim the position.
- C. The Superintendent shall not be 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.

- 25.06 All benefits to which an Administrator is entitled at the time of the layoff shall be restored in full upon re-employment within the recall period.

- 25.07 Administrators on layoff may continue their group life and health insurance coverage during the recall period by reimbursing the School System for the total premium costs. Failure to forward premium payments to the District in accord with a mutually agreed

upon schedule or the refusal to return to employment upon recall will terminate this option.

- 25.08 The Superintendent will provide a seniority list of Administrators at the time Section 25.03 is invoked (in writing) to the Association. Challenges to this list must be presented in writing to the Superintendent within ten (10) school days from receipt of said list.

**ARTICLE XXVI  
DURATION**

- 26.01 This Agreement will be effective July 1, 2022 and will continue to remain in force and effect to and including June 30, 2025 and shall thereafter automatically renew itself for the terms of one (1) year unless by November 1 prior to the expiration of the contract either party gives written notice that it desires to negotiate a new contract. Upon receipt of such notice, the parties agree to meet for the purpose of negotiating a new agreement.

**ARTICLE XXVII  
LONGEVITY**

- 27.01 Each member of the Administrator Chapter will receive an annual longevity payment according to the following length of continuous service to the District. For the purpose of longevity, continuous service is calculated from the date of hire in the Administrator Unit. The anniversary of an administrator's date of hire must occur prior to October 1<sup>st</sup> of the year in which the longevity payment is made, and the longevity payment will be paid in a lump sum prior to December 1<sup>st</sup>. The longevity payments will be prorated for part-time administrators.

After completing 15 years of continuous service: \$582

After completing 19 years of continuous service: An additional \$580 for a total of \$1,164

THIS AGREEMENT has been duly executed by the authorized representatives of the Northampton School Committee and the Northampton Association of School Employees:

SCHOOL COMMITTEE OF NORTHAMPTON

DocuSigned by:  
By Gina-Louise Sciarra 11/3/2022 | 4:03 PM  
8B73D56C7D0742B...  
Mayor Gina Louise Sciarra, Chairperson

NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES, AFFILIATED WITH THE MASSACHUSETTS TEACHERS ASSOCIATION

DocuSigned by:  
By Andrea Egitto 11/3/2022 | 7:33 PM  
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Andrea Egitto, President

## NASE Sick Leave Bank Enrollment/Change Form

Please keep a copy for your records and return the original form to Human Resources, Memorial Hall. Forms must be returned by November 1<sup>st</sup> to opt out/un-enroll from the Sick Bank.

Name: \_\_\_\_\_

- Initial opt out within the first ninety days of eligibility.
  - Late un-enrollment is any time after initial eligibility.
- 

Initial Opt-Out: Complete this Section if you are being hired and want to opt-out.

I understand that I will automatically become a member of the Sick Leave Bank in my first 90 days of employment provided I have accrued two days of sick time. I understand that 2 sick days will be deducted from my accrual bank and donated to the Sick Leave Bank upon my initial enrollment.

My annual donation to the Sick Leave Bank will be one day per school year unless otherwise indicated by the contract (some years there isn't a deduction) . I can end my membership in the Sick Leave Bank by completing an Enrollment Change Form and submitting it to Human Resources by November 1<sup>st</sup> of the year I decline enrollment.

I would like to opt out of the Sick Leave Bank.

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Un-enrollment: Complete this Section by Nov. 1st if you are a member of the Sick Leave Bank and Want to unenroll from your participation.

I can end my participation in the Sick Leave Bank by submitting this form to Human Resources by November 1<sup>st</sup>. I understand that I cannot re-enroll during the same school year that I end my enrollment

I am choosing to end my participation in the Sick Leave Bank.

I would like to re-enroll after ending my participation during the \_\_\_\_\_ school year.

I understand that I may be assessed any unpaid sick days at the time I opt-out that I was required to be assessed under my applicable Collective Bargaining Agreement.

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Late Enrollment: Complete this Section and return it to HR on or before Nov. 1 if you were not eligible for automatic enrollment last school year (you did not have 2 days of sick time accrued in your first 90 days) or you are opting-in after opting-out.

I am choosing to opt-in to participate in the Sick Leave Bank.

I understand that my initial donation to the Bank must equal the total number of days that I would have donated through the years had I joined when first eligible. If I do not have enough accrued days to contribute to the Bank, I will be assessed as soon as they are accrued and I will not be eligible to opt-in until I am in a school year I have enough sick days to donate.

Signature:

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Date

HR Department Determination: \_\_\_\_\_

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Date