

AGREEMENT

BETWEEN

THE NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES

AFFILIATED WITH

THE MASSACHUSETTS TEACHERS ASSOCIATION

EDUCATIONAL SUPPORT PROFESSIONALS UNIT

AND NORTHAMPTON SCHOOL COMMITTEE

212 MAIN STREET, NORTHAMPTON

MASSACHUSETTS 01060

COVERING THE PERIOD

JULY 1, 2019 THROUGH JUNE 30, 2022

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PREAMBLE

This agreement entered into and between the School Committee of the City of Northampton, Massachusetts, hereinafter referred to as the Committee, and Northampton Association of School Employees, Educational Support Professionals, hereinafter referred to as the Association, has as its purpose the promotion of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement, and to set forth other conditions of employment to be observed by the parties.

ARTICLE I RECOGNITION

- 1.01 Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, the Committee recognizes the Northampton Association of School Employees as the sole and exclusive bargaining agent with respect to establishing rates of pay, wages, hours of employment, and other working conditions for all Educational Support Professionals (ESPs), including Licensed Practical Nurses (LPNs), Speech-Language Pathology Assistants (SLPAs), Certified Occupational Therapy Assistants (COTAs), and Physical Therapy Assistants (PTAs), employed for at least a seventeen and one-half (17.5) hour week on a school year basis. The bargaining unit shall exclude all substitute Educational Support Professionals, clerical aides, and lunch recess aides (but not Educational Support Professionals assigned to perform the duties of recess aides as a part of their other duties).
- 1.02 Part time ESPs will receive the same hourly pay as those covered in paragraph 1.01, but will not be eligible for benefits unless their schedule calls for a minimum of seventeen and one-half (17.5) hours per week. They will receive pay and benefits (except health benefits) on a pro rata basis, subject to paragraph 1.03 below regarding personal days.

The parties acknowledge that, by statute, an employee must work twenty (20) or more hours per week on a regular basis to be eligible for health insurance. No employee will be reduced in hours in order to eliminate their eligibility for health insurance coverage.

- 1.03 Educational Support Professionals whose assignment calls for an established schedule of less than thirty-two and one-half (32.5) hours per week will receive one (1) personal day.

ARTICLE II MANAGEMENT RIGHTS

- 2.01 Except as expressly provided by a specific provision of this Agreement or by any

applicable laws, the determination and administration of school policy, the operation of the schools and the direction of the members of this bargaining unit are vested, exclusively, in the School District. The enumeration of the management rights stated below shall not be deemed to exclude other rights of management not specifically set forth. The School District, therefore, shall have all rights not specifically restricted by this Agreement. The exercise of these rights shall not alter any of the express provisions of this Agreement, shall be final and binding and shall not be subject to the grievance and arbitration provisions of this Agreement; provided, this shall not limit the right to file a grievance concerning a violation of another express provision of the Agreement. The rights of the District shall include, but are not limited to, the following:

- A. to direct and conduct the educational affairs of the District and its schools, programs, and departments;
- B. to direct and control all the operations and services of the District and its schools;
- C. to determine the organization, location and the number of employees of the District and its schools;
- D. to hire, appoint and promote employees, including the determination of qualifications and requirements (e.g., prior experience) for the position or promotion;
- E. to direct, train, supervise, and evaluate employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;
- F. to conduct mandatory professional improvement programs for employees, subject to Article XIV;
- G. to evaluate and determine the educational curriculum;
- H. to schedule and cancel classes and courses;
- I. to determine the level of student competency;
- J. to determine, interpret and change job descriptions; subject to bargaining over material changes in the job description;
- K. to institute technological changes or to revise processes, systems or equipment

from time to time; provided the District and the Association shall meet to discuss what training, if any, should be provided to bargaining unit members as a result of such changes;

- L. to determine the standards for neat and professional appearance of employees appropriate for the school assignment;
- M. to increase, diminish, change or discontinue operations in whole or in part;
- N. to transfer employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s), and where the employees will be transferred to, subject to Section 5.14;
- O. to assign, or reassign, duties and job tasks including the change of duties and job tasks from time to time; provided said assignments, reassignments, duties and job tasks are consistent with the job description;
- P. to schedule and enforce work hours, including the setting or modification of the daily and yearly school and class schedule, subject to Article V;
- Q. to assign and change schedule assignments from time to time, subject to Section 5.02;
- R. to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called, subject to Section 5.06;
- S. to grant and schedule leaves, including, but not limited to, vacation and personal leave and placement of employees on sick and administrative leave;
- T. to discipline, suspend, discharge or demote employees, subject to Article VI;
- U. to use and employ non-bargaining unit District employees, including managerial and supervisory employees, to perform bargaining unit work;
- V. to lay off employees due to lack of funds or of work;
- W. to relieve employees due to the incapacity to perform duties for any reason, provided permanent employees may use appropriate paid leave (if available) and subject to Section 3.01;

- X. the right to require an alcohol and drug test subject to the Supreme Judicial Court precedent regarding drug testing;
 - Y. to make, amend, and enforce rules, regulations, operating administrative and safety procedures from time to time as the District deems necessary, subject to impact bargaining;
 - Z. to change employees' work hours, subject to Sections 5.01 and 5.02;
 - AA. to determine the care, maintenance and operation of the equipment and property used for and on behalf of the District;
 - BB. to determine employee classifications;
 - CC. to subcontract work; provided this right shall not be exercised arbitrarily or capriciously;
 - DD. to alter, add to or eliminate existing methods, equipment, facilities or programs;
 - EE. to assign work sites; including the change of work sites from time to time, subject to Section 5.14;
 - FF. to schedule and assign overtime, subject to Section 5.06; and
 - GG. to determine whether goods should be leased, contracted or purchased.
- 2.02 During an emergency (e.g., a natural disaster), the District will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.
- 2.03 Nothing in this Article precludes a mutual change of policy which affects wages, hours, or other working conditions. Any such agreement reached subsequent to the execution of this contract will be reduced to writing and become an amendment to this Agreement.
- 2.04 Wherever the term "PayStatus" is used in this Agreement, it shall mean an employee receiving pay whether on personal leave or sick leave.
- 2.05 If any provision of this Agreement or any application of this Agreement to any employee or group of employees be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all

other provisions or applications shall remain 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 NON-DISCRIMINATION

- 3.01 In accordance with applicable Federal and State laws, the District and the Association agree not to discriminate against any employee covered by this Agreement on the basis of age as defined by law, sex, sexual orientation, race, religion, color, creed, physical handicap, national origin, genetic information, marital status, pregnancy or pregnancy-related condition.
- 3.02 The District further agrees it will not discriminate against an employee for Association membership or Association activity, or for adhering to any lawful provision of this Agreement.

ARTICLE IV NEGOTIATION PROCEDURES

- 4.01 During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may call upon the services of outside consultants or other professionals, and pay representatives to assist in the negotiations.
- 4.02 If the negotiations have reached an impasse, the procedures described in Chapter 763 of the Acts of 1965 will be followed.
- 4.03 When an agreement is reached, it will be reduced to writing and subject to ratification by the Committee and membership of the Association.
- 4.04 An ESP representing the bargaining unit may be appointed to record transactions with no voice in the negotiations.
- 4.05 Following the formal reopening of negotiations for a successor Agreement, if the Committee and the Association shall have failed to reach agreement, either party shall have the right to petition the State Board of Conciliation and Arbitration to initiate mediation and fact finding proceedings in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.
- 4.06 Reopener: the parties agree to reopen the collective bargaining agreement on wages if in

year 2 or 3 of the collective bargaining agreement there is an annual increase in net state education aid (Chapter 70 plus (+) School Transportation plus (+) Charter Tuition Reimbursement plus (+) Smart Growth School Reimbursement plus (+) School Choice Receiving Tuition minus (-) School Choice Sending Tuition minus (-) Charter School Sending Tuition) of more than 5% from the prior year.

ARTICLE V

HOURS

- 5.01 Full-time employees shall be those who are regularly scheduled to work an average of 6.5 hours per day or 32.5 hours per week, exclusive of lunch. The District may hire part-time employees who are regularly scheduled to work an average of fewer than 6.5 hours per day or 32.5 hours per week.
- 5.02 The schedule of the ESP will be determined by the building principal and/or the Director of Special Education, as the case may be; ESPs report directly to the principal of each school in which they work. The District reserves the right to alter the work schedule if it considers it in the best interest of the Department to do so. Some ESPs may work with several teachers each week.
- 5.03 ESPs will work the same work year as the teachers unless the Superintendent offers additional days of work for the purpose of special training/instruction. At these times, each employee will receive their regular rate of pay.
- 5.04 In addition, ESPs assigned full time to school libraries will have additional paid days during the school year to prepare the library, subject to the prior approval of the building principal provided no employee shall be required to work beyond June 30th after the end of the school year. Responsibilities include, but are not limited to: ordering, cataloging, completing inventories, unpacking, reviewing, processing, repairing materials and books, preparing and sending notices home to parents concerning lost books, etc. Additional paid days may be used to provide training to ESPs assigned to the libraries.
- A. Unit members who are assigned to run the libraries in the elementary schools shall be provided a five (5) minute interval between library classes to prepare the learning environment.
- 5.05 On a workday that is a half-day for students, but considered a full day for teachers (i.e., parent/teacher conference days/Budget Day), ESPs will work their regular day or return with teachers for night conferences at the Principal's discretion. Work accomplished by each ESP will be determined by the superintendent or designee, and will not be arbitrary or capricious.
- 5.06 Overtime: The District agrees to assign overtime on an equitable basis. Employees shall

be available for overtime work. Time and one half of the employee's base hourly rate will be paid for time worked in excess of thirty-five (35) hours for performance of the employees' regular duties and excluding hours spent in meetings and/or professional development. No ESP will work overtime without authorization from the Principal or immediate supervisor, as the case may be.

5.07 Should an employee be required to work on a Saturday or District-observed holiday, s/he shall be paid at twice their regular rate.

5.08 Break Period: The Principal will schedule one fifteen (15) minute, duty free break period and one thirty (30) minute, duty free lunch period into the daily schedule of each ESP. In addition, any ESP assigned full time to the libraries will have one additional fifteen (15) minute break period each day. An employee, on occasion and with prior approval of the Principal, may defer taking their break for the purpose of extending the lunch period or shortening the work day.

5.09 Responsibilities: Each employee should exercise her/his employment in a manner consistent with the highest ideals of professional service. All ESPs are under the general supervision of the Superintendent of Schools and are directly responsible to their respective Principal and/or the Director of Special Education, as the case may be.

When deemed necessary by the immediate supervisor and approved by the School District, training for new equipment will be provided. If such training is given at a time other than the regular working hours of the ESP, they will be reimbursed at time and one half their base hourly rate only if the ESP has actually worked in excess of thirty-five (35) hours per week.

An ESP who is required by their Principal or the Director of Special Education to attend a SPED Team Meeting during hours other than the employee's regular work day will receive their base hourly pay for the hour(s) attended, with such pay being based on at least one hour.

5.10 Stipends:

An ESP who is assigned to substitute for a teacher for at least one (1) but less than three (3) consecutive hours in a day shall receive an additional fifteen dollars (\$15.00). An ESP who is assigned to substitute for a teacher for three (3) or more consecutive hours in a day shall receive an additional thirty dollars (\$30.00). An ESP does not need to be a certified teacher, but must meet all Federal and State requirements for employment as a paraprofessional.

The Principal has the option of using the ESP to substitute in an assigned classroom in the event of a short-term illness of that classroom teacher or having the ESP continue to perform their regular duties.

- 5.11 Absences: It shall be the duty of the ESP, in time of illness, to notify the district substitute system at least one (1) hour before the start of duty and notify the school directly if there is less than one hour before the start of duty.
- 5.12 Emergency School Closings: Whenever a school is closed because of an emergency prior to the completion of the full school day and the faculty and students are released by the Superintendent of Schools, the ESP will also be released without loss of pay.

If the opening of school is delayed by the Superintendent of Schools, or school is cancelled early due to an emergency, inclement weather, etc., employees will be paid for their regularly scheduled number of hours.

Snow Days: An ESP who is assigned to a school which is closed for what is commonly called a "Snow Day" shall not receive compensation for that day.

Employees will be paid for their regular work day for a day lost because of a natural disaster which prevents school from taking place, such as floods, hurricanes, or emergency days called by the Mayor.

- 5.13 Holidays: Educational Support Professionals shall be paid for the following holidays: New Year's Day, the half (1/2) day before Thanksgiving, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. For any holiday named above which falls on a Saturday, employees will be granted the preceding Friday off and for those falling on a Sunday, ESPs will be granted the following Monday off.

Effective FY17, ESPs shall be paid for Memorial Day.

Effective FY18, ESPs shall be paid for Veterans' Day and Martin Luther King, Jr. Day.

Effective FY19, employees shall be paid for Columbus/ Indigenous Peoples' Day.

Effective FY19, in school years when student instruction commences prior to Labor Day, employees shall be paid for Labor Day.

- 5.14 Transfers: When a vacancy occurs, which the District intends to fill, notification of the position shall be sent in writing to each school. Said notice will be posted in each school and in the Central Office. Employees interested in being transferred will have seven (7)

days prior notice to outside advertising in order to apply for a transfer. Final decisions on assignments will reside exclusively with the Principal(s) and/or the Director of Special Education, as the case may be. In the event an ESP loses their employment during the school year, employment rights, granted under Article X will take effect the following September.

In most cases, an ESP will move with their assigned student. In the case where an ESP has been specially trained for a student with a significant disability every effort will be made to move the ESP with their student. If that ESP requests a transfer, such transfer will not occur until sufficient training and transitional planning has occurred (in a reasonable time period). In all cases, the decision of the Bureau of Special Education Appeals (BSEA) will take precedent.

During the school year, positions which the District intends to fill will be adequately publicized by the Superintendent as far in advance as possible. During the time from the last day of school in June through August, written notice will be given to the union president, posted on the District's website (www.northamptonschools.org), and in the Central Office.

In each posting, the qualifications for the position, its duties, hours and compensation, in accordance with the current salary schedule, will be set forth.

Each ESP will be notified of their assignment no later than August 20. It is understood that the assignment could change, at the last minute, due to unforeseen circumstances.

Notice of any Civil Service examination or assessment for becoming "highly qualified," as per the NCLB Act, will be posted in all school offices and sent to the union president thirty (30) days prior to its administration, when possible, in order to allow all ESPs equal opportunity to apply and take the test.

- 5.15 Religious Observances: Up to a total of three (3) days during the school year will be allowed for religious observances. These days shall be deducted from personal leave or sick leave. The ESP shall notify the Superintendent's office whether they want these days deducted from either personal leave or sick leave. These days will not affect the awarding of the attendance incentive (section 7.04).

ARTICLE VI JUST CAUSE

- 6.01 A probationary period of ten (10) months shall be established for initial

appointment. During their probationary period, the District may discipline or discharge the employee without cause or notice and such action shall not be subject to the grievance or arbitration procedure under Article IX of this Agreement. No Educational Support Professional who has completed their probationary period will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

- 6.02 Any complaint affecting an ESP's professional integrity made to any members of the Administration by any parent or other person will be called promptly to the attention of the ESP when, in the judgment of the Administration, the complaint merits it. No complaint will be the basis of any action by the District unless such complaint has been brought to the attention of the ESP.
- 6.03 The Association recognizes the authority and responsibility of the Administration to discipline or reprimand an employee for delinquency of performance. If an ESP is to be disciplined by the Principal or higher level administrator, however, they will be entitled to have a representative of the Association present.

ARTICLE VII PAY SCHEDULE

- 7.01 Base wages shall be paid in accordance with Appendix A, which reflect the following base wage adjustments:

FY20: 4% COLA, add one additional step at 2.5% above the current final step. Remove lowest-paying step.

FY21: 3% COLA, add one additional step at 2.5% above the current final step.

FY22: 3% COLA, add one additional step at 2.5% above the current final step.

- A. Each full-time and eligible regular part-time (see below) member of the bargaining unit shall receive longevity compensation as follows:
1. Upon completion of ten (10) (and up to fifteen (15)) full academic years (i.e., full work year) of continuous service in a bargaining unit position, two hundred fifty dollars (\$250.00) per year.
 2. Upon completion of fifteen (15) (and up to twenty (20)) full academic years of continuous service in a bargaining unit position, four hundred fifty dollars (\$450.00) per year.

3. Upon completion of twenty (20) (and up to twenty-five (25)) full academic years of continuous service in a bargaining unit position, six hundred fifty dollars (\$650.00) per year.
4. Upon completion of twenty-five (25) full academic years of continuous service in a bargaining unit position, eight hundred fifty dollars (\$850.00) per year.

Full-time employees are those who work regularly at least thirty-two and a half (32.5) hours per week. Eligible regular part-time employees shall be those that are .80 full-time equivalent or greater.

Leave without pay (suspension, leave of absence, and so forth) shall be deducted from creditable service.

- B. Payment of longevity compensation shall be made on an annual basis and shall be paid with the first payroll after July 1st.
- C. Longevity compensation shall be construed as regular compensation for the purposes of retirement benefits.

7.02 Retirement Notice: An employee who provides at least one (1) calendar year advanced notice of retirement and retires (application with Retirement Board must be submitted), shall receive upon retirement, a lump sum payment of \$550.00. If notice is given at least six (6) months in advance, the employee shall receive \$300.00. No payment shall be made for any notification less than six months prior to retirement. The Superintendent may waive these time limits.

The member must advise the Superintendent of the employee's intention to retire at least thirty (30) days prior to retirement. This requirement may be waived by the Superintendent. If it is not, an appeal may be made to the School Committee.

7.03 Travel Allowance: Educational Support Professionals assigned to more than one school in one day will receive either twenty dollars (\$20.00) per month reimbursement for all inter-school driving done by them or they may elect to be reimbursed at the mileage rate authorized by the City. Such election must be made at the start of the school year (in September). For driving outside the City, reimbursement will also be at the rate authorized by the City.

- 7.04 The District agrees to pay an attendance incentive of one hundred dollars (\$100.00) to employees who have not used sick time during the school year. The payment is exclusive of any days donated to the Sick Bank and/or the five annual (per academic year) “family sickness” days. Employees must be employed by the District for one full school year in order to be eligible.
- 7.05 Upon death, an ESP’s estate shall receive payment at the ESP’s salary rate at the time of death for thirty-three and one third percent (33 1/3%) of all unused accumulated sick leave. Upon retirement and after fifteen (15) years of service to the District, an ESP shall receive payment at their current salary rate for thirty-three and one third percent (33.3%) of all unused accumulated sick leave to a maximum of \$5,500; provided, a bargaining unit employee for whom this calculation would result in a payment of more than \$5,500 as of May 15, 2006, shall receive payment not to exceed their calculation had s/he retired on May 15, 2006.
- 7.06 Leave of Absence:
- A. An ESP may access the Sick Bank described herein, if s/he has donated time and meets other requirements stated in Sections 7.09 and 7.10 of this Agreement.
 - B. An ESP whose personal illness extends beyond the period compensated may, upon request, be granted a leave of absence without pay by the Superintendent for such time as is necessary for complete recovery from such illness for up to one school year.
 - C. A doctor’s statement attesting to the illness or recuperative period must be submitted upon request of the Superintendent or their designee. A maximum of one employment year may be taken for illness. All employee benefits will be suspended for Health and Life Insurance. During this period, the total cost of the premiums shall be paid by the ESP. At the beginning of such leave, employees will be notified, in writing, by the Superintendent or their designee as to the amount and due date for all payments.
 - D. Upon return, the ESP will be assigned to the same or similar position which s/he held at the time leave commenced.
 - E. Other leaves of absence may be granted by the Superintendent.
 - F. Any employee in unpaid status/no pay status while on a leave of absence other than one attributable to FMLA, Workers’ Comp or Paragraph G will be responsible for paying both the employee and employer portion of health

insurance premiums. Employees who are in an unpaid/no pay status on any type of leave exclusive of the FMLA or Workers' Comp will not accrue benefits during the unpaid portion of the leave.

- G. An ESP who does not qualify for FMLA leave may, upon request, be granted family medical leave of absence without pay by the Superintendent for up to twelve (12) weeks for one or more of the following reasons:
1. For the birth of a child and to care for the new born child;
 2. For the placement with the employee of a child for adoption or foster care;
 3. To care for an immediate family member (spouse, child, or parent) with a serious health condition;
 4. For a "qualifying exigency" (as defined in 29 CFR § 825.126) when the employee's spouse, child or parent who is a member of any branch of the military, including the National Guard or Reserves, has been deployed or called to active duty in a foreign country.
- H. In addition, an ESP who does not qualify for FMLA leave may, upon request, be granted family medical leave of absence without pay by the Superintendent for up to 26 weeks for one or more of the following reasons:
1. To care for a spouse, child, parent, or next of kin (i.e., nearest blood relative), who is a current member of the Armed Forces (including a member of the National Guard or Reserves) and who is undergoing medical treatment, recuperation or therapy, is an outpatient, or is on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces, (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty) in the Armed Forces.
 2. To care for a spouse, child, parent, or next of kin (i.e., nearest blood relative), who is a veteran undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty while on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty) and manifested itself before or after the member became a veteran. The veteran must have been a member of the Armed Forces (which includes the National Guard or Reserves) at any time during the

period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

7.07 Bereavement Leave:

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

In the case of the death of a family member of the second degree (not residing in the employee's household), the employee will be entitled without loss of pay to three (3) bereavement days. Relatives of the second degree include: aunts, uncles, nephews, nieces, cousins, sibling-in-law, child-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 the Principal 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.

7.08 Personal Days:

Four (4) personal days are allowed each school year. These days are not subtracted from the employee's accumulated sick leave. Personal Days may not be taken on a day preceding or following a vacation or holiday, 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 school year will be added to the employee's sick leave days at the end of the school year or, in the case of an employee who dies or retires during a calendar year, upon the death or retirement of said employee. An employee 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, employees shall notify the district substitute system at least one (1) hour

before the start of duty and notify the school directly if there is less than one hour before the start of duty.

7.09 Sick Leave:

- A. Employees will accrue one and one-twentieth (1-1/20) days of sick leave per month with no maximum.
- B. The employee may use their accumulated sick time for illness of a member of the employee's immediate family, significant other or relative of the employee who resides in the household of the employee to care for the ill person. Employees must provide the name of the significant other to the personnel office and be on file for at least one (1) year. This shall not be construed to mean a continuing absence, but rather an emergency type of situation for a period of a total of up to five (5) school days per academic year without the prior approval of the Superintendent if said days are used individually or in combination not to exceed four (4) consecutive days.

Once an employee has exhausted their five (5) family sickness days in an academic year, they may petition the Superintendent for the use of additional sick days as family sickness days. A petition to the Superintendent for the use of additional sick days as family sickness days must identify the specific reason for the leave, including the nature of the relationship to the individual for whom the leave is necessary and the emergency situation at issue. The decision on the petition shall be made only by the Superintendent of Schools in their sole discretion.

- C. In cases of suspected abuse or excessive use of sick leave privileges, the principal/supervisor may request that the employee furnish a medical certificate before approving payment.
- D. Every effort will be made to hire substitutes to cover for regularly assigned ESPs.
- E. In the case of death of an ESP, their beneficiary will receive the amount of money equal to thirty three and one third percent (33.1/3 %) of their accrued sick leave to be paid at full daily rate at the time of death.
- F. The Superintendent will periodically report to each ESP the status of their sick leave account. This requirement may be satisfied by providing the ESP with such status as part of its data processing system and including said information with the payroll.

7.10 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. Bargaining unit members may become a member of the Sick Leave Bank by donating two (2) days within ninety (90) working days of the date that she/he first reported for work, provided that they have accrued days available for this purpose. If they have not accrued days, they shall be assessed the days as soon as they are accrued. To join, the member will notify the Human Resources Department, using the approved form.
- D. 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. Any member of the Sick Leave Bank may withdraw from the Bank for a school year by giving written notice, using the approved form, to the Human Resources Department by November 1 of the school year during which they no longer desire membership.
- E. The number of days in the Sick Leave Bank cannot exceed four (4) times the number of employees in the bargaining units. If the sick leave days in the Bank exceed three-fourths ($\frac{3}{4}$) of the maximum number of days at the end of any school year, 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 one-half ($\frac{1}{2}$) or less of the maximum number of days, one (1) additional day for the Bank may be assessed each member.
- F. If an employee who has not become a member of the Sick Leave Bank decides to join in a year subsequent to the year in which they could first have become a member, the member will notify the Human Resources Department by November 1, using the approved form. Their initial donation to the Bank must equal the total number of days that they would have donated through the years had they joined

when first eligible. If they have not accrued days, they shall be assessed the days as soon as they are accrued.

- G. 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.
- H. 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:
 - i. Demonstrated need of the applicant
 - ii. Prior sick leave usage
 - iii. Relative needs of other applicants
 - iv. Supply of days in the Bank.
- I. 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.
- J. 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.

7.11 Family Medical Leave:

The ESP Chapter agrees to accept the Family Medical Leave Act Policy (FMLA) which is available in the Human Resources office.

The foregoing notwithstanding, the parties agree to adopt and implement the District's final, separate formalized policies for limited/modified duty, and sexual harassment and family and medical leave. (See also 7.06 F and G)

7.12 Parental Leave:

Employees will be eligible for parental leave in accordance with the provisions of Massachusetts General Laws c. 151B, §4 and c.149, §105D as interpreted and enforced pursuant to c. 151B §4(11A).

7.13 Health Benefits and Life Insurance:

A bargaining unit employee 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 District agrees to pay at least fifty percent (50%) of health and life insurance premiums for plans offered to the employees of the City of Northampton, except that the District agrees to pay eighty percent (80%) of the premiums for hospital and medical coverage in the City of Northampton's group plans provided through health maintenance organizations.

The District will provide a \$5,000 life and accidental death and dismemberment policy to bargaining unit members.

7.14 Dental Insurance: The District will implement a voluntary Dental Plan.

7.15 Flexible Spending Account: The District will make available a voluntary Flexible Spending Account.

7.16 Workers' Compensation: In the event an employee receives compensation under the Workers' Compensation Act, the District agrees to pay the employee, if they so elect, the difference between the compensation they receive and their usual daily rate, such difference to be charged against their sick leave account to the extent of accumulated sick leave earned.

7.17 Payroll Deductions:

- A. The Committee hereby accepts the provisions of Section 17A of Chapter 180 of the General Laws of Massachusetts, and, in accordance therewith, shall certify to the Treasurer of Northampton all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this agreement.
- B. The Committee hereby accepts the amended provisions (amended by Chapter 785 of the Acts of 1969) of Section 178B of Chapter 149 of the General Laws of Massachusetts and in accordance with, shall certify to the Treasurer of Northampton, payroll deductions for making deposits in any credit union operated by members of a state association of teachers, provided that these deductions are for a contract year.

- C. The District shall certify to the Treasurer of Northampton all payroll deductions for making payment to a City approved long term disability insurance carrier and/or to the Washington National Insurance program.
- D. The Association agrees to indemnify and hold the District harmless against any and all claims, suits or other forms of liability arising out of the application of this section 7.17. 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 Business Manager.

7.18 Association Business:

The District agrees that any member of the Association selected as an officer or delegate shall be allowed reasonable time off for the performance of such duties. The District shall not withhold pay from employees representing the Association in the discussion of grievances or negotiations with representatives of the School District. The building Principal or immediate supervisor, as the case may be, will be notified prior to the performance of such duty.

7.19 Reserved.

7.20 Indemnification:

The District will compensate (irrespective of sick leave) for reasonable expenses or loss of time suffered by an employee during the performance of their duties and inflicted by a student or other person, provided the injury or loss of time was not a result of the employee's negligence. Any insurance reimbursement will be deducted from the indemnification granted.

7.21 Substitute ESPs:

A substitute ESP will be eligible, after ninety plus one consecutive days in the same assignment, to be part of the bargaining unit (this will apply to a substitute appointed to work ninety plus one consecutive days in the same assignment and a substitute who has actually worked ninety plus one consecutive days in the same assignment), and such substitute ESPs will only be eligible for sick leave and two (2) personal days per semester. Said substitute ESPs will be placed by the Superintendent on the ESP pay schedule and will not be eligible for any other benefits, except sick leave and personal leave.

7.22 Experienced ESPs:

Experienced ESPs entering the Northampton Public School System may be allowed full credit for previous ESP experience up to five (5) years, and ESP experience beyond the five years may be credited at the sole discretion of the Superintendent.

**ARTICLE VIII
SENIORITY AND SECOND POSITIONS**

8.01 In combining the Instructional Assistant, Individual Pupil Assistant, and Library Assistant Units into the Educational Support Professionals Unit, the original date of hire in years, months and days for each employee was used.

Seniority shall be defined as total continuous service in years, months and days in the Educational Support Professionals Unit starting from the most recent date of hire, except as provided above.

Seniority for part time ESPs shall be prorated according to the percent of full time equivalence of their assignments. Authorized paid leaves of any nature will not constitute an interruption in service.

8.02 If there is a reduction in force, the Bilingual and Hearing Impaired ESP position/ assignment(s) may be filled based on seniority by an ESP, affected by the reduction in force, who meets the minimum qualifications for the position/assignment.

8.03 Coaching/Extra Curricular/Summer School Positions

A. Coaching appointments will be made for one (1) to three (3) year periods, subject to M.G.L. c. 71, s. 47A, after which each appointment will be considered automatically reopened for application and a notice of vacancies will be posted. Such notification will be posted within ten (10) days after the season ends and applications will be received no later than four (4) weeks after the initial posting.

B. Assignments to extracurricular activities will be made for one (1) to three (3) year periods after which each assignment will be considered automatically reopened for application and a notice of vacancies will be posted. Such notification will be posted within ten (10) days after the activity ends and applications will be received no later than four (4) weeks after the initial posting.

- C. Non-teaching positions that do not require licensure in summer school, evening school positions, or summer/evening positions under federal programs, will to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F, and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position, quality of performance, and attendance record with the Northampton Public Schools. Length of service shall only be a tie breaker in the event the hiring supervisor determines all other qualifications are equal.
- D. Coaching positions that do not require licensure will to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position, quality of performance, and attendance record with the Northampton Public Schools. Length of service shall only be a tie breaker in the event the hiring supervisor determines all other qualifications are equal. When a coaching appointment is offered to a teacher, it shall be made pursuant to Article V, Section D of the Unit A Labor Agreement.
- E. Non-teaching and non-licensed positions in summer recreation programs run by the school department will, to the extent possible, be filled by giving consideration to regularly appointed employees in Units A, C, E, F and G in the Northampton Public Schools. In filling such positions, consideration will be given to an employee's qualifications for the position, quality of performance, and attendance record with the Northampton Public Schools. Length of service shall only be a tie breaker in the event the hiring supervisor determines all other qualifications are equal.
- F. When appointments to such positions are offered, they will be in accordance with the pay schedules and/or stipends listed in the relevant contract.

**ARTICLE IX
GRIEVANCE AND ARBITRATION PROCEDURE**

- 9.01 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 their 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.

9.02 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.

9.03 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.

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(s) 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 them. 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.

9.04 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 their 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 he/she 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 X REDUCTION IN FORCE

- 10.01 In the event it becomes necessary to reduce the number of Educational Support Professionals in the employ of the School District, the District agrees that as much advance notice as possible will be given to employees affected, but in any event not less than ten (10) days preceding the anticipated layoff. In determining reduction in force, seniority (according to a list that has been verified by the Association), shall prevail and, where equal, knowledge, skills, ability and qualifications will be considered; provided,

however, the District may retain an ESP with less seniority where required by order of the BSEA, court or other agency with authority in such matters or pursuant to a settlement agreement between the District and the student and/or their parent(s)/legal guardian(s).

- 10.02 The Superintendent will provide a seniority list of ESPs who will be impacted by a Reduction in Force at the time it is invoked (in writing) to the Association. An ESP who is separated due to a reduction in force will be placed on a recall list for a period of twelve (12) months from the date of termination. Recall will be in the inverse order of separation.
- 10.03 All benefits to which an ESP was entitled at the time of layoff shall be restored, in full, upon re-employment within the recall period.

ARTICLE XI DURATION

11.01 This Agreement will be effective July 1, 2019 and will continue to remain in full force and effect to and including June 30, 2022 and shall thereafter automatically renew itself for terms of one year each unless by November 1st prior to the expiration of the contract either party gives written notice that it desires to negotiate a new contract. The party so desiring to negotiate a new agreement shall specifically inform, in writing, the other party regarding any changes to be sought in such negotiations. Upon receipt of such notice, the parties agree to meet for the purpose of negotiating a new agreement. In the event either party desires to negotiate a new contract and one has not been agreed upon by June 30, 2022 this contract may be extended by mutual written agreement.

ARTICLE XII NO STRIKE NO LOCKOUT CLAUSE

12.01 It is agreed by the parties that during the term of this Agreement or any renewal thereof, there shall be no strikes, lockouts, stoppages of work, or slow downs, concerning any matter in dispute arising out of this contract.

ARTICLE XIII JURY DUTY AND SUBPOENAED COURT LEAVE

13.01 An employee actually serving on Jury Duty on a work day or who actually reports to the Court for Jury services required by said Court for any portion of the work day, shall receive her/his regular rate of pay for each day served up to a total of fourteen (14) days,

reduced by the amount of Jury pay received from the Court. The normal pay of an employee shall not be interrupted by Jury Duty, however, if the employee has not reimbursed the District for Jury pay within two weeks of receiving such pay, the District shall deduct said amount from the employee's pay. The Association shall hold the District harmless for said deductions but reserves the right to process grievances as to the amount of said deduction.

13.02 An employee serving on Jury Duty will furnish the District information with respect to days actually served on Jury Duty, days or any portion of a day the employee reported to the Court for service as required by the Court, and the amount of Jury pay (not including meals or travel expenses paid by the Court) received from the Court.

13.03 An employee on call for Jury Duty shall notify their immediate supervisor (Principal) as soon as possible if s/he is scheduled to serve on Jury Duty the next day.

13.04 Subpoenaed Court Leave:

Employees will not suffer loss of pay, sick leave, or personal days for subpoenaed court appearance arising out of their employment. Employees subpoenaed by the Commonwealth or its subdivisions shall be reimbursed as if on jury duty.

ARTICLE XIV TRAINING AND PROFESSIONAL IMPROVEMENT

14.01 All employees shall be encouraged to participate beyond their regularly assigned duties in activities which increase the employee's professional competence. In addition to their pay for any such training held during a work day, employees will be reimbursed for the reasonable expenses (including fees, meals, lodging, and transportation) incurred by them when they attend workshops, seminars, conferences, or other professional improvement sessions at the request of the Principal, Director of Special Education or Superintendent.

14.02 Training for new and/or additional job-related skills will also be provided. In-service programs will be free of charge. When required courses are given at a time other than the regular working day of the ESP, they will be reimbursed at their hourly rate. The Principal or supervisor of each employee, with the approval of the Superintendent, will be responsible for determining whether or not the course is appropriate for the effective performance of duties relevant to an ESP position. Such reasons shall be in writing. Course work or training needed to remediate deficiencies in current performance, under a current job description, will not be paid for by the School District.

14.03 Professional Improvement:

- A. The Association and the District agree that in-service programs will be developed to assist in the improvement of work performance and the enhancement of professional development. A minimum of two program days per year will be offered and ESPs who attend shall receive their regular rate of pay. The Northampton School Department or other agency may develop this program. ESPs shall be required to attend the professional development programs and will receive from the presenter and the District certificates indicating the number of hours attended in order to verify PTPs earned.
- B. During the regular work year, ESPs will attend relevant programs held on all in-service days during which teachers are attending programs for their professional development. These programs might be the same as those of the teachers or may be developed specifically to meet other needs of the ESP. Certificates indicating the number of hours attended will be awarded to the ESP as in the above paragraph. ESPs may participate/ provide input into the development of appropriate programs.
- C. The ESP may develop a project, based on the new learning achieved from the professional development program, to use at their assignment. Additional PTPs will be awarded for the successful development, implementation, assessment, and sharing of any project and shall be based on the number of hours (x2) that were used to complete the process for the first time (a minimum of 4 hours x 2 or 8 PTPs may be awarded). The respective building Principal or their designee shall approve the proposed project and shall award PTPs.
- D. No ESP will suffer a job action related to becoming “Highly Qualified” due to the District’s timeline in issuing PTP certificates.
- E. There shall be four (4) ESP members of the district’s Joint Committee on Professional Development: the NASE ESP Chapter Coordinator or their designee, and three (3) additional ESPs appointed by mutual agreement of the NASE ESP Chapter Coordinator and the Director of Special Education. These shall consist of one (1) ESP from the elementary level, one (1) ESP from the middle school and one (1) ESP from the high school.
 - 1. The members of the Committee shall serve for a term of two (2) years, but may be re-appointed at the conclusion of their term.
 - 2. The duties and responsibilities of the Committee shall include the following:

- a. Recommending professional development goals for the district based on Massachusetts law and the Curriculum Frameworks;
 - b. Planning and implementing professional development opportunities;
 - c. Assisting in the development of the District's professional development plan;
 - d. Participating in reviewing the professional development portion of the District's school improvement plans; and
 - e. Reviewing and recommending the allocation of designated grants at the request of the Superintendent or their designee.
3. ESPs participating in the district-wide Joint Committee on Professional Development shall receive either three hundred fifty dollars (\$350.00) or the equivalent of one (1) college credit. In addition, ESPs will be eligible for professional training points (PTPs) as approved by the Superintendent or their designee.

G. ESP to Teacher Ladder

Provided the Collaborative continues to offer the program, the District agrees to pay for three (3) CES courses needed for Provisional Licensure as a Teacher of Moderate Disabilities for up to five (5) ESPs per year (Positive Behavior Supports, Learning Disabilities & Instructional Techniques, and Understanding Differences and Disabilities).

ESPs who obtain Provisional Licensure through this program will be considered preferred candidates for special education teaching vacancies within the District.

This pathway is available to ESPs who hold an appropriate Bachelor's degree or higher and who have been recommended by their principals as individuals with the potential to succeed as special educators.

Additional support for Black and Latinx ESPs working to become licensed as educators is available through Paradigm Shift, a program of the Diverse Teacher Workforce Coalition.

ARTICLE XV
DRUG/ALCOHOL FREE WORK PLACE

15.01 It is the intent and obligation of the City/School Department to:

- A. Provide a drug/alcohol free, healthy, safe and secure work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to be to work on time and in appropriate mental and physical condition for work.
- B. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, or the use of alcohol, on City/School Department premises or on City/School business is absolutely prohibited. Violations of this policy will subject an employee to disciplinary measures.
- C. Drug and alcohol dependency is recognized by the City/School Department as an illness and major health problem. The City/School Department 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 dependency will not jeopardize an employee's job.
- D. 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 convictions under a criminal drug statute for violations of this policy to the Personnel Department within five (5) days after conviction. The City/School Department 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 XVI
PAYROLL SCHEDULE

16.01 The ESP Chapter of the Association agrees to be compensated on a biweekly basis.

16.02 All 10 month employees who have worked for the District for over three (3) years will have the option to be paid over 10 months or 12 months. This will take effect in year 2 of the CBA (2020-2021).

ARTICLE XVII CIVIL SERVICE WITHDRAWAL

- 17.01 The ESP Chapter of the Northampton Association of School Employees agrees to endorse the City of Northampton's efforts to withdraw from Civil Service provided that employees employed as permanent Civil Service employees on an effective date of withdrawal retain all applicable rights under Chapter 31 (Civil Service).

ARTICLE XVIII HEALTH AND SAFETY

- 18.01 The School Committee recognizes its responsibility to provide a safe and healthful workplace, free from hazards or conditions which cause, or which are likely to cause accident, injury or illness to the staff.
- 18.02 To this end, the School Committee agrees that it will take appropriate action to inform the Association and all affected ESPs of hazards or conditions which cause or which are likely to cause accident, injury or illness, and that it will make a good faith effort to correct such hazards or conditions.
- 18.03 The parties further agree that no member of the bargaining unit will be subject to restraint, interference, coercion, discrimination or reprisal for filing a report or for attempting to ameliorate an unsafe or unhealthy working condition.

ARTICLE XIX PHYSICAL AND VERBAL ASSAULT

- 19.01 Principals and ESPs shall be required to report any assault on an ESP related to the performance of the ESP's duties to the Superintendent of Schools. The principal may at their discretion also report any case of assault on an ESP occurring on school property to the appropriate police department for investigation. The assault will also be promptly investigated by the principal and if necessary by the Superintendent, or their designee. At the conclusion of the investigation, the ESP will be promptly informed of the results of the investigation and of any action to be taken against an individual involved in an assault on an ESP.

Nothing in this agreement shall prevent an ESP from themselves reporting a case of assault to the police or to the courts.

**ARTICLE XX
EVALUATION**

20.01 An ESP evaluation process will be conducted as follows:

1. At the start of the school year or within 30 days of hire, an ESP will be provided the title of the person performing their evaluation;
2. The evaluation will be completed on or before June 15th; and,
3. The ESP may submit a rebuttal statement to be placed in their personnel record

20.02 Joint Labor-Management Committee on ESP evaluation: the parties agree that they will form a JLMC to develop more detailed language with a target date for year 2 of the CBA (2020-2021) should agreement be reached.

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

By  6/19/20
Mayor David Narkewicz, Chairperson

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

By  6/11/20
Sadie Cora, President

**APPENDIX A - 1
EDUCATIONAL SUPPORT PROFESSIONAL PAY SCHEDULE**

Step	FY19	FY20 4% increase	FY21 3% increase	FY22 3% increase
1	\$14.36			
2	\$14.86	\$15.45	\$15.92	\$16.40
3	\$15.38	\$16.00	\$16.48	\$16.97
4	\$15.92	\$16.56	\$17.05	\$17.57
5	\$16.48	\$17.14	\$17.65	\$18.18
6	\$17.06	\$17.74	\$18.27	\$18.82
7	\$17.65	\$18.36	\$18.91	\$19.47
8	\$18.27	\$19.00	\$19.57	\$20.16
9		\$19.48	\$20.06	\$20.66
10			\$20.56	\$21.18
11				\$21.71

Note: Beginning FY 2020 the extraordinary stipend and corresponding language in the prior CBA was eliminated for the unit and rolled into the base rate for all unit members.

NPS Summer Program: ESPs who work in the NPS summer program will be paid at the rate of \$18.00 per hour.

APPENDIX A - 2
LICENSED PRACTICAL NURSE PAY SCHEDULE

FY19	FY20 - 4%	FY21 - 3%	FY22 - 3%
\$23.76	\$24.71	\$25.45	\$26.21

NPS Summer Program: Licensed Practical Nurses who work in the NPS summer program will be paid at the applicable hourly rate from the above table.

**APPENDIX A -3
THERAPY ASSISTANT PAY SCHEDULE**

	FY19	FY20 - 4%	FY21 - 3%	FY22 - 3%
Step				
2	\$21.21			
3	\$22.19	\$23.08	\$23.78	\$24.49
4	\$23.19	\$24.12	\$24.85	\$25.59
5	\$24.24	\$25.21	\$25.96	\$26.74
6	\$25.32	\$26.34	\$27.13	\$27.94
7	\$26.46	\$27.52	\$28.35	\$29.20
8	\$27.65	\$28.76	\$29.62	\$30.51
9	\$28.90	\$30.06	\$30.96	\$31.89
10	\$30.20	\$31.41	\$32.35	\$33.32
11	\$31.57	\$32.83	\$33.81	\$34.83
12		\$33.65	\$34.66	\$35.70
13			\$35.53	\$36.59
14				\$37.51

*Therapy assistant includes certified Occupational Therapy Assistants, Physical Therapy Assistants, and Speech-language Pathology Assistants.

NPS Summer Program: Certified Occupational Therapy Assistants, Physical Therapy Assistants, and Speech Language pathology Assistants who work in the NPS summer program will be paid at the rate of \$35.00 per hour.