AGREEMENT

BETWEEN

THE NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES

AFFILIATED WITH
THE MASSACHUSETTS TEACHERS ASSOCIATION

TEACHERS 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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CONTRACTUAL AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made between the SCHOOL COMMITTEE of the City of Northampton (hereinafter referred to as the Committee) and the NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES (NASE) (hereinafter referred to as the Association) for the School Teachers Bargaining Unit.

PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Northampton, and that good morale within the teaching staff of Northampton is essential to achievement of that purpose, we the undersigned parties to this contract, declare that:

   a. Under the law of Massachusetts, the Committee elected by the citizens of Northampton has final responsibility for establishing the educational policies of the public schools of Northampton,

   b. The Superintendent of Schools of Northampton (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established,

   c. The faculty of the public schools of Northampton has the responsibility for providing education of the highest possible quality in the public schools of the City of Northampton,

   d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the Association in the formulation and application of policies relating to wages, hours, and other conditions of employment for the faculty and professional staff, and so

   e. To give effect to these declarations, the following principles and procedures are hereby adopted.

RECOGNITION

2. For the purpose of negotiations with respect to wages, hours, other conditions of employment, and any questions arising thereunder, the Committee recognizes the Association as the exclusive negotiating agent and representative of:

UNIT A: All teachers, librarians, guidance counselors, Board Certified Behavior Analysts, educational coordinators, head teachers, department chairpersons, academic coaches, Educational T.V. Coordinator, certified and registered nurses, school psychologists, adjustment counselors, social workers, Coordinator of Out of District and Transitional Services, speech therapists, physical therapists, occupational therapists, Title I Coordinator, coaches and extracurricular personnel. Excluded are all other units in the Northampton School System.

COMPENSATION AND OTHER CONDITIONS OF EMPLOYMENT

3. Subject to the provisions of this contract, and except as otherwise provided by Appendix "A" attached hereto and made a part hereof, the wages, hours and other conditions of employment applicable on the effective date of this contract to the employees covered by this contract shall continue to be so applicable.

DURATION

4. This Agreement will be effective July 1, 2019 through June 30, 2022 and will continue to remain in full force and effect to and including June 30, 2022 and shall thereafter automatically renew itself for successive terms of one (1) year each unless by November 1, next prior to the expiration of the contract year involved, either party gives written notice that it desires to negotiate a new contract or amendment thereto. Upon receipt of such notice, the parties agree to meet for the purposes of negotiating a new or amended Agreement. In the event either party desires to negotiate a new contract or amendment and one has not been agreed upon by June 30, 2022, this contract may be extended by mutual agreement.

5. Following the formal re-opening 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 Division of Labor Relations to initiate mediation and fact finding proceedings in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.

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 their designees as the executive officer of the School Committee. 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 Committee rules and regulations; to hire, lay-off or relieve employees from duties; to maintain order and to suspend, demote, discipline and discharge employees, subject to just cause for teachers with professional status; 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 Bargaining Unit.

ARTICLE I NEGOTIATING PROCEDURE

A. 1. During negotiation, the Committee and the Association will present relevant data,

exchange points of view, and make proposals and counter-proposals. The Committee will make available to the Association for inspection all pertinent public records of the Northampton School system. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representative to assist in the negotiation.

B. 1. If an agreement is reached, it will be presented to the Committee as a joint recommendation of the Superintendent and the Association if the matter is one upon which Committee action is necessary. If the Committee disagrees with such joint recommendation, it will not reject it without further negotiation with the Association in a good faith effort to resolve the disagreement.

2. For the duration of this contract the Committee shall make no change in policy which affects wages, hours and other conditions of employment without negotiating such change with the Association.

Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an Addendum to this Agreement.

C. 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 II
GRIEVANCE AND ARBITRATION PROCEDURE

A. 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/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.

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

C. Procedure.

1. 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.

2. 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.

3. 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.

4. Level Three. If the grievance is not resolved to the satisfaction of the grievant 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.

5. Level Four. If the grievance is not resolved to the satisfaction of the grievant 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.

6. 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.

D. General Provisions.

1. 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.

2. 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.

3. The District acknowledges the right of the Association to be present in the proceedings of a grievance starting at Level One.

4. 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.

5. 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.

6. 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.

7. The time limits set forth in this Article may be extended by written agreement of the parties.

8. 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.

9. All decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing, setting forth the decision in the reasons thereof and will be transmitted promptly to the grievant and the Association.

10. 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.

11. 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.

12. 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.

13. Only the District or the Association may move the matter to arbitration.

14. 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.

15. 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.

16. 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 III
EMPLOYMENT AND ASSIGNMENT OF UNIT A PERSONNEL

All teachers, supervisors, counselors and special teachers 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 Committee.

A. Character and Attitudes. All Unit A personnel, while in the service of the Committee, shall affirm and accept their responsibility to practice their profession according to the highest ethical standard. 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.

B. Non-Discrimination. In accordance with applicable federal and state laws, the Committee and the Association agree not to discriminate against any employees covered by this Agreement on the basis of age, gender, race, religion, color, creed, physical handicap, residence, marital status, sexual orientation, national origin, or pregnancy or pregnancy-related condition. The Committee further agrees that it will not discriminate against any employee for Association membership of Association activity or for adhering to any lawful provision of this Agreement.

C. Applications for Employment. Candidates for all positions in Unit A shall apply for a position on the basis of professional and legal qualifications. All letters of application shall be directed to the Superintendent.

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

E. Certification. The Superintendent and/or Principal will hire personnel in accordance with the applicable provision of Chapter 71, Section 38G.

F. Notification of Employment. All personnel shall be notified in writing within a reasonable period of time of their hire, said notification stating the length of time engaged and the salary.

G. Period of Acceptance. Each candidate is given ten (10) days after receipt of notice (Sunday not counted) of employment to file acceptance in writing. If such acceptance is not received at the end of ten (10) days, it shall be considered a declination on the part of the person.

H. Continuing Appointments. All teachers shall be subject to the laws regarding continuing appointments and professional teacher status as defined in Chapter 71, Section 41 of the General Laws.

I. **Northampton Educator Evaluation Procedure**

1. Purpose of Educator Evaluation

A. This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system).

B. The regulatory purposes of evaluation are:

i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

iv. To assure effective teaching and administrative leadership, 35.01(3).

2. Definitions: See Appendix A-6

3. Evidence Used in Evaluation

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

A. Multiple measures of student learning, growth, and achievement, which shall include:

i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school.

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

iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

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

i. Unannounced observations of practice of at least 15 minutes.
ii. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

iii. Examination of Educator work products.
iv. Examination of student work samples.

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

i. Evidence compiled and presented by the Educator, including:

a. Evidence of fulfillment of professional responsibilities and growth

such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

b. Evidence of active outreach to and engagement with families;

ii. Evidence of progress towards professional practice goal(s);

iii. Evidence of progress toward student learning outcomes goal(s).

iv. Student Feedback – see # 22 below; and

v. Any other relevant evidence from any identified source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

vi. In addition to artifacts related to professional practice and student learning goals, the educator shall provide up to two (2) artifacts of the above-mentioned types for each standard.

4. Rubric

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

5. Evaluation Cycle: Annual Orientation

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

A. Provide an overview of the evaluation process, including goal setting and the educator plans.

B. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

C. Provide the content of this meeting in digital format to facilitate orientation of Educators hired after the beginning of the school year.

6. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

i. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

ii. The self-assessment includes:

a. An analysis of evidence of student learning, growth, and achievement for students under the Educator's responsibility.

b. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

c. Proposed goals to pursue:

1st: At least one goal directly related to improving the Educator's own professional practice.

2nd: At least one goal directed related to improving student learning.

B. Proposing the goals

i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii. For Educators in their first year of practice, the Evaluator or their designee trained in the evaluation procedure will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii. Unless the Evaluator indicates that an Educator in their second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv. For Educators with PTS and ratings of proficient or exemplary, the goals

may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

7. Evaluation Cycle: Goal Setting and Development of the Educator Plan

A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 14-18 for more on Educator Plans.

B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after DESE issues guidance on this matter. See #21, below.

C. Educator Plan Development Meetings shall be conducted as follows:

i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.

iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

A. In the first year of practice or first year assigned to a school:

i. The Educator shall have at least one announced observation during the school year using the protocol described in section 10B, below.

ii. The Educator shall have at least three unannounced observations during the school year.

B. In their second and third years of practice or second and third years as a non-PTS Educator in the school:

i. The Educator shall have at least one announced observation during the school year using the protocol described in section 10B, below.

ii. The Educator shall have at least two unannounced observations during the school year.

9. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS

A. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle. An additional unannounced observation will occur within a reasonable period of time if requested by the Educator or Evaluator.

B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations. An additional unannounced observation will occur within a reasonable period of time if requested by the Educator or Evaluator.

C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the

Evaluator, but in no case, for improvement plans of one year, shall there be no fewer than one announced and three unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations. An additional announced and/or unannounced observation will occur within a reasonable period of time if requested by the Educator or Evaluator.

10. Observations

The Evaluator's first observation of the Educator shall take place by November 15th. Observations required by the Educator Plan shall be completed by May 25th.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. Although all the indicators must be addressed, the primary focus of the observations will be on the indicators and elements agreed-upon in the educator plan. Barring any extenuating circumstances, observations will not occur on the day before or after a vacation period.

A. Unannounced Observations

i. Unannounced observations may be in the form of partial (at least 15 minutes) or full-period classroom visitations by the Evaluator.

ii. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person whenever possible, otherwise to the Educator's school mailbox or home. A follow-up face-to-face conversation will be held within a reasonable period of time at the request of the Educator or the Evaluator.

iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B. Announced Observations

i. All non-PTS Educators in their first three years in the school, PTS Educators on Improvement Plans and other educators at the request of the Educator and/or the Evaluator shall have at least one Announced Observation.

a. The Educator and Evaluator together shall select the date and time of the lesson or activity to be observed and discuss any specific goal(s) for the observation.

b. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.

1st: The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

2nd: The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

c. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

d. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

1st: Describe the basis for the Evaluator's judgment.

2nd: Describe actions the Educator should take to improve their performance.

3rd: Identify support and/or resources the Educator may use in their improvement.

4th: State that the Educator is responsible for addressing the need for improvement.

11. Evaluation Cycle: Formative Assessment

A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice with focus on those as set forth in the Educator Plan.

B. Formative assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment Report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative

Assessment Report is replaced by the Formative Evaluation Report at the end of year one. See section 12, below.

C. The Formative Assessment Report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, with primary emphasis on the Educator Plan.

D. No less than two weeks before the due date for the Formative Assessment Report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

F. The Evaluator shall complete the Formative Assessment Report and provide a copy to the Educator. All Formative Assessment Reports must be signed by the Evaluator and delivered face-to-face whenever possible, otherwise to the Educator's school mailbox or home.

G. The Educator may reply in writing to the Formative Assessment Report within 5 school days of receiving the report.

H. The Educator shall sign the Formative Assessment Report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

J. If the rating in the Formative Assessment Report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

A. Educators on two year Self-Directed Growth Educator Plans receive a Formative

Evaluation Report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B. The Formative Evaluation Report provides written feedback and ratings to the Educator about their progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, with primary emphasis on the Educator Plan.

C. No less than two weeks before the due date for the Formative Evaluation Report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

D. The Evaluator shall complete the Formative Evaluation Report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face whenever possible, otherwise to the Educator's school mailbox or home.

E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

F. The Educator may reply in writing to the Formative Evaluation Report within 5 school days of receiving the report.

G. The Educator shall sign the Formative Evaluation Report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H. As a result of the Formative Evaluation Report, the Evaluator may change the activities in the Educator Plan.

I. If the rating in the Formative Evaluation Report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13. Evaluation Cycle: Summative Evaluation

A. The evaluation cycle concludes with a Summative Evaluation Report. For Educators on a one or two year Educator Plan, the Summative Evaluation Report must be written and provided to the Educator by May 15th.

B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C. The professional judgment of the Primary Evaluator shall determine the overall summative rating that the Educator receives.

D. For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's Supervisor shall discuss and review the rating with the Evaluator and the Supervisor shall confirm or revise the Educator's rating.

E. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

F. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

G. No less than four weeks before the due date for the Summative Evaluation Report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

H. The Summative Evaluation Report shall recognize areas of strength as well as identify recommendations for professional growth.

I. The Evaluator shall deliver a signed copy of the Summative Evaluation Report to the Educator face-to-face whenever possible, or by email or to the Educator's school mailbox or home no later than May 25th.

J. The Evaluator shall meet with the Educator rated needs improvement or

unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

K. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

L. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation Report.

M. The Educator shall sign the final Summative Evaluation Report by June 15th. The signature indicates that the Educator received the Summative Evaluation Report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

N. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation Report.

O. A copy of the signed final Summative Evaluation Report shall be filed in the Educator's personnel file.

14. Educator Plans: General

A. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B. The Educator Plan shall include, but is not limited to:

i. At least one goal related to improvement of practice tied to one or more Performance Standards;

ii. At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;

iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are

not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

15. Educator Plans: Developing Educator Plan

A. The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

B. The Educator shall be evaluated at least annually.

16. Educator Plans: Self-Directed Growth Plan

A. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2014-2015 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

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

17. Educator Plans: Directed Growth Plan

A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.

D. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

E. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

18. Educator Plans: Improvement Plan

A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 25 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins. The District will compensate for any mandated activity, but not per diem for the Educator.

C. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). Whenever possible, the Evaluator and Educator will mutually agree on the Supervising Evaluator. The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator, unless special circumstances warrant it.

E. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F. The Improvement Plan process shall include:

i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii. The Educator may request that a representative of the Northampton Association of School Employees attend the meeting(s).

iii. The Northampton Association of School Employees will be informed that an Educator has been placed on an Improvement Plan.

G. The Improvement Plan shall:

i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii. Describe the activities and work products the Educator must complete as a means of improving performance;

iii. Describe the assistance that the district will make available to the Educator;

iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;

v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

vii. Include the signatures of the Educator and Supervising Evaluator.

H. A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I. Decision on the Educator's status at the conclusion of the Improvement Plan.

i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

a. If the Evaluator determines that the Educator has improved their practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

b. In those cases where the Educator was placed on an Improvement Plan as a result of their summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

c. In those cases where the Educator was placed on an Improvement Plan as a result of their Summative rating at the end of their Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

d. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

19. Timelines (Dates in italics are provided as guidance).

Activity:	Completed By:
Evaluation process explained by Superintendent, principal or designee.	September 15
Non-professional status and professional status self-directed growth plan year 1 teachers develop draft of Self-Assessment Form. Non-professional status and professional status self-directed growth plan year 1 teachers develop Student Learning and Professional Practice Goals from self-assessment. Non-professional status and professional status self-directed growth plan year 1 teachers develop draft of Educator Plan Form. Professional status teachers self-directed growth plan year 2 review and update Self-Assessment and Educator Plan Forms.	September 30
Meetings with evaluator: 1st year teachers – meet with evaluator: review Self-Assessment, Educator Plan Form, clarify process, submit forms.	October 1
Meetings with evaluator: Non-professional status teachers year 2 and 3, professional status teachers self-directed growth plan year 1 – meet with evaluator: review Self-Assessment, Educator Plan Form, clarify process, submit forms.	October 15
Professional status teachers self-directed growth plan year 2 – submit updated Self-Assessment Form and Educator Plan Form. Meeting by request of educator or evaluator.	October 15
All Educator Plan Forms finalized by evaluator.	November 1
Evaluator completes 1st walkthrough or full class observation of 1st year teachers.	November 15
Walkthroughs and full-class observations	October – May
All educators gather, organize and submit evidence for Student Learning and Professional Practice Goals and priority standards.	October – May
Non-professional status teachers submit evidence of progress towards Student Learning and Professional Practice Goals and priority standards.	January 5

Evaluator completes Formative Assessment Report Forms for non-professional status teachers.			February 1
Meeting by request of non-professional status educator or evaluator to review Formative Assessment Report Form.			February 15
Final evidence submission for Student Learning and Professional Practice Goals and priority standards non-professional status teachers and professional status teachers self-directed growth plan year 2.			May 10
Evaluator completes Formative Evaluation Report Form for professional status teachers self-directed growth plan year 1; Summative Evaluation Report Form for non-professional status teachers and professional status teachers self directed growth plan year 2.			May 25 (for non-PTS) May 15 (for PTS)
Non-PTS or 1 Year Plan PTS		PTS of 2 Year Plans	
Evaluator meets with Educators whose overall Summative Evaluations ratings are Needs Improvement or Unsatisfactory	June 1	Evaluator Completes Formative Evaluation Report	June 1 of year 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10	Evaluator conducts Formative Evaluation Meeting, if any	June 1 of year 1
Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt.	June 15	Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
		Evaluator and Educator signs Summative Evaluation Report	June 15 of year 2

B. Educators on Plans of Less than One Year:

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

20. Career Advancement

A. In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

B. In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

C. Educators with PTS whose summative performance rating is exemplary and, after 2014-2015, whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

21. During the development of the Educator Plan, evaluators shall communicate clear expectations for educator impact, including but not limited to anticipated student learning gains for the multiple measures that will be used as evidence of educator performance. Anticipated student learning gains must be consistent across the District for common assessments and agreed upon by the educator and evaluator for other classroom assessments. The Department shall establish anticipated student learning gains for statewide student growth measures in guidance.

22. Using Student Feedback in Educator Evaluation

In accordance with 603 CMR 35.07 (1)(c)(2), the parties agree that student feedback shall be used as evidence relevant to one or more Performance Standards exclusively during Self-Assessment and/or Goal-Setting phases of the evaluation cycle (see Section 3.C). The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality.

23. General Provisions

A. Only Educators who have a DESE license and are serving as administrators and trained in the evaluation procedure may serve as evaluators of Educators.

B. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

C. The Superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of needs improvement or unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor

must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E. Reserved.

F. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

J. Right to Review Contents of Personnel File. Members of the bargaining unit will have the right, upon request to the Superintendent in writing, to review the contents of their personnel files provided a twenty-four hour notice is given. A member of Unit A will be entitled to have a member of the Association accompany them during such a review.

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

A single personnel file will be kept in the Human Resources Office and will be kept up to date. No other official personnel file shall exist for any employee.

If an employee of the bargaining unit is to be disciplined or reprimanded by a member of the Administration, they will be entitled to have a member of the Association present.

K. Vacancies and New Positions/Voluntary Transfers.

1. For purposes of this Article, a vacancy in a position is created by the death, resignation, retirement, promotion, transfer of a teacher, or the non-renewal of the contract of a teacher without professional teacher status when such non-renewal is not caused by budgetary limitations, declining enrollment and/or program changes.

2. When a vacancy occurs, and the Superintendent and/or the Principal determine that the vacancy should be filled, or when the School Committee creates a new position, the following procedure shall be employed:

a. Notice of such vacancies and new positions will be posted in each school, said notice to include a description of the available position and its location. Public advertisement of the position may occur at the same time as the posting.

b. Teachers desiring a transfer will submit a written request to the Superintendent within ten (10) days of the date of the posting, stating the assignment preferred. All requests will be acknowledged in writing.

c. In addition, a teacher may file a written general request for a transfer with the Superintendent, stating the assignment preferred, even when a position has not been posted. Such request must be renewed each school year and will be acknowledged in writing. Such a request will be considered by the Superintendent when filling any posted position pursuant to Section 2(a) above.

d. If a vacancy or new position is posted during the school year, and the position is to be filled during the school year, the Superintendent may transfer a current teacher into that position during the school year, or may fill the position with an outside candidate for the duration of the school year. At the end of the school year, any vacancy or new position filled by an outside candidate for the duration of the school year will be deemed to be a vacancy as of April 15 for the following school year. Teachers who submitted requests pursuant to Section 2 (b) and (c) above shall be considered for transfer into that position.

3. Summer Positions.

a. Teachers may apply for transfer to a vacancy that may occur, or a new position that may be created, from July 1 to the first workday of that school year. Teachers who wish to be informed of any such new positions or vacancies shall notify, in writing, the Superintendent of their interest no later than the last day of school. Such notification shall include their summer address.

b. A teacher transferred to a Summer Position or Vacancy on the basis of a written request submitted under paragraph (b) above will be given notice of the transfer by registered mail at the address of the teacher on file in the Superintendent's office promptly after the transfer is authorized, and the teacher is obligated to accept the Summer Position or Vacancy. Notice is deemed to be given when mailed.

L. <u>Vacancies in Supervisory Positions in Unit A</u>.

1. Effective the date of the signing of this Agreement, candidates for all supervisory positions in the Northampton Public Schools must possess a Master's Degree or equivalent.

2. Candidates for supervisory 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 supervisory positions in writing within one week.

3. All personnel in promotional positions within Unit A shall be appointed by the Superintendent or Principal.

4. In the event that there are several equally qualified individuals for a position in the judgment of the Superintendent or Principal, preference will be given to teachers currently employed by the School District.

M. Involuntary Transfers. Although the Administration and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive to the educational process and interferes with optimum teacher performance.

1. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Northampton School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position, when available. Any involuntary transfer will be made only after proper notification.

N. Teacher Assignments.

1. When a Principal contemplates a change of assignment within a building, they will so inform the staff, and in particular, will discuss the proposed change(s) with affected staff no later than May 1 of the year preceding the school year in which the change is to be made.

   In proposing reassignments, a Principal shall consider, to the extent possible, voluntary request(s) of reassignment by teachers.

   Changes in assignment will, to the extent possible, be made on a voluntary basis. If the teacher disagrees with the Principal's proposed reassignment, the affected teacher(s) may request the involvement of the Superintendent of Schools and a representative of the Northampton Association of School Employees.

2. If a Principal believes an involuntary reassignment is still necessary, then in making such reassignment the Principal will consider a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Northampton School System in determining which teacher is to be transferred. Teachers being involuntarily reassigned will be transferred only to a comparable assignment, when available.

3. A teacher who has been involuntarily reassigned will receive at least thirty (30) calendar days' notice prior to the effective date of the change.

O. Suspension.

1. Teachers may be suspended in accordance with the provisions of Chapter 71, Section 42D of the General Laws.

2. Complaint Against a Teacher. Any complaint against a teacher requires that the teacher must be informed of all details as promptly as possible in order to defend themself. The above information shall be furnished by the appropriate supervisor.

Any reprimand of a teacher by a supervisor or other administrator will be made in private and never in the presence of pupils, parents, citizens, other employees or at public gatherings.

P. Homeroom Assignments.

1. Whenever possible, floating teachers will not be assigned a homeroom. Nurses and traveling teachers will not be assigned a homeroom and every effort will be made not to have traveling teachers assigned to study halls.

Q. Class Size.

1. a. Whenever possible the School District will have classes of twenty-five (25) pupils per teacher. This pupil-teacher ratio will not apply to study hall assignments, homeroom assignments, physical education classes, band, or extracurricular assignments.

b. Reserved.

2. Reserved.

3. Whenever possible, secondary principals will not assign more than one hundred (100) students to English Teachers in four (4) classes at the high school and five (5) classes at the middle school.

R. Discharge of Teacher. Discharge of teachers shall be in accordance with the provisions of Chapter 71, Section 42 of the General Laws of the Commonwealth.

S. Just Cause Provision. No teacher with professional teacher status shall be disciplined, reduced in rank or compensation or deprived of fair treatment without just cause.

ARTICLE IV
DUTIES AND RESPONSIBILITIES OF UNIT A PERSONNEL

Each member of Unit A should exercise his or her employment in a manner consistent with the highest ideals of professional service.

All personnel shall familiarize themselves with this Contract and perform all duties according to this Contract. A copy of Appendix "A" will be distributed annually to all teachers by the Northampton Association of School Employees.

A. All elementary teachers are under the general supervision of the Superintendent of Schools and directly responsible to their respective principals.

1. All high school and middle school teachers are under the general supervision of the Superintendent of Schools and directly responsible to their respective principal, vice principals, and department chairperson.
2. All nurses are under the general supervision of the Superintendent of Schools and directly responsible to the Director of Health.

B. <u>School Year and Hours of Duty.</u>

1. The teacher work year will be one hundred eighty-five (185) days, scheduled to begin no earlier than the Monday before Labor Day and to end no later than June 30th, including the convocation day, two (2) professional development days, and five (5) teacher work days. One (1) of the teacher work days will be scheduled for the day before the first day with students, one (1) of the teacher work days will be scheduled between semesters, and the remaining three (3) teacher work days will be scheduled by the superintendent and distributed across no more than six (6) of the one hundred eighty (180) instructional days. Teacher work days are defined in Section 5(a) below.

   In addition, up to five (5) days may be scheduled as emergency days. These days will be removed from the calendar if not used. The parties agree and acknowledge that if it becomes impossible to hold one hundred eighty instructional days for students prior to June 30, due to excessive snow days or other emergency circumstances beyond the control of the School Committee, the School Committee may schedule student instructional days during previously scheduled non-school or vacation days. In that event, the Association will be notified of the Committee's intentions not later than March 20 of any school year, and will be consulted by the Committee prior to the finalization of any revised calendar.

   a. Reserved for future use.

   b. Reserved for future use.

c. See Article IV, Section B, paragraph 1 above.

d. Nurses who perform authorized summer work as assigned to update and organize health records will continue to be paid at their applicable per-diem rate.

2. In recognition of the requirements of the Education Reform Act of 1993, teacher reporting and dismissal times shall be as follows:

a. Teachers at Northampton High School will report ten (10 minutes prior to the students and will be required to remain five (5) minutes after students are dismissed.

b. Teachers at the Middle School will be required to report fifteen (15) minutes prior to the students and to remain ten (10) minutes after students are dismissed.

c. Teachers at the elementary schools will be required to report ten (10) minutes before the students and to remain five (5) minutes after students are dismissed.

In addition, elementary teachers will report to school ten (10) minutes prior to the initial reporting time of the students (as opposed to the time of the first bell for students). Said time to be included in the elementary day as defined in 3a.

3. a. The elementary student day will be six (6) hours and ten (10) minutes.

b. Elementary teachers will have a fifteen (15) minute duty free recess.

4. The high school and middle school student days are six (6) hours and thirty (30) minutes respectively.

5. Professional development days will include, but not be limited to, in-service training, curriculum related activities including review and assessment, and professional development, as determined by the Department Chairpersons, the Professional Development Committee, the Superintendent or their designee responsible for Curriculum, Instruction and Equity.

a. Teacher work days will include curriculum-related activities, scheduling and coordination of services for students with specialists, the review of student cumulative record files and individualized education plans, compliance with evaluation requirements, and collaboration with colleagues. The schedule of the teacher work day will be determined by each educator, who will maintain and submit a log recording how the time was spent to their building principal or supervisor.

b. A teacher who presents a workshop to Unit A personnel on a designated professional development day shall be paid for preparation time with respect to such workshop at the rate of twenty-five dollars ($25.00) per hour, not to exceed one hundred fifty dollars ($150.00) per workshop. The workshop rate effective September 1, 2008 shall be thirty dollars ($30.00) per hour, not to exceed one hundred fifty dollars ($150.00) per workshop.

6. The day before Thanksgiving will be a half-day for teachers. The last day of school for students will be a half-day for students, and teachers will remain on that day in order to complete necessary professional responsibilities. Good Friday will be a full day for teachers.

7. Authorized curriculum work will be posted to allow interested teachers to apply. Curriculum work is defined as any project which yields a curriculum, or a part of a curriculum, to be used by other teachers in the school district. Teachers will be compensated at the rate of twenty-five dollars ($25.00) per hour for such authorized curriculum development work performed outside the regular teacher workday/work year. Effective July 1, 2017, teachers will be compensated at the rate of thirty dollars ($30.00) per hour for such work.

8. Any approved work during the academic year that is not listed elsewhere in the contract will be paid at the rate of twenty-five dollars ($25.00) per hour. Effective July 1, 2017, the rate for this work will increase to thirty dollars ($30.00) per hour for such work.

9. Mentor teachers will be paid at the rate of five hundred dollars ($500.00) per academic year.

10. Occupational Therapists and Physical Therapists in Unit A who work in the NPS summer program will be paid at the rate of forty-five dollars ($45.00) per hour.

11. All other members of Unit A who work in the NPS summer program will be paid at the rate of thirty-five dollars ($35.00) per hour.

C. Absences.

Whenever possible, a teacher shall give notice of their absence as follows so that a substitute may be provided:

Teachers 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.

D. Leaving the Premises. Teachers may leave the school premises during an unassigned period after notifying the Principal. The amount of time out of the building should not exceed the length of teachers' unassigned periods. Teachers having first or last period unassigned are responsible for the required fifteen minute period before and after school.

E. Emergency School Closing. Whenever a school is closed during a term because of inclement weather or for any other reason, the teachers shall do any other work that may reasonably be expected of them under the direction of the Superintendent.

F. Student Records. Student records shall be kept and revealed in accordance with the provisions of Chapter 71, Section 34D, E, and F, of the General Laws of Massachusetts.

G. Detaining Pupils. For the purpose of study or discipline, teachers may require pupils to remain after the afternoon session up to the length of one (1) class period, if necessary. Any student entitled to free bus transportation shall be given one (1) day's notice to enable the pupil to arrange for other transportation.

H. Inventory. Teachers will make every reasonable effort to preserve and care for textbooks, apparatus, and other school property furnished for the use of their pupils. When requested by the Superintendent, Department Chairperson, Curriculum Coordinator, or Principal, they shall report the number of each kind of books on hand, the number unfit for use, the number needed for the ensuing year and also the amount and kind of supplies required.

In case of mutilation, defacement, or loss of a school book by a pupil, disciplinary action will be taken by the teacher. Any persistent neglect to return books which have been loaned to students shall be promptly reported to the principal.

I. Suspension of Students. Any teacher may recommend to the Principal the suspension of a pupil for flagrant misconduct. The Principal may take the necessary steps to carry out the suspension.

J. School Property. Teachers shall be held responsible for the order and neatness of their respective rooms. When an injury is done to school property, they shall give prompt notice to the Principal of the building. This does not imply that teachers will perform custodial duty.

K. Teacher Meetings. It shall be the duty of the teacher to attend all meetings called by the Superintendent, Principal or Department Chairperson. Teachers will be given adequate notice of such meetings and meetings will be limited to two (2) per month, except for one month wherein the Principal may schedule three (3) per month, and except for emergency or other very important reasons as determined by the Administrator responsible. Said meetings will not be restricted in subject matter to be covered at the meeting, and shall not exceed ninety (90) minutes.

Teachers shall attend a fall Open House in September or October lasting no more than two (2) hours. Additionally, high school teachers shall attend a second semester Open House in the months of January or February lasting no more than two (2) hours. During the month of the second semester Open House, one of the two faculty meetings may be cancelled, or, if held, must not exceed thirty (30) minutes.

1. Not more than twice a year, principals may plan a family outreach event outside of the school day, which does not require teacher planning or preparation, that teachers will attend in lieu of that month's faculty meeting.

2. The building administrators and building Association delegates may, if they so

choose, work collaboratively to schedule additional evening events. Teacher attendance at these additional events will not be mandatory.

Teachers will not be required to attend meetings scheduled before school hours, unless an emergency situation requires such a meeting, or by agreement of all concerned.

L. Preparation Period.

1. a. Middle School and elementary teachers in the departmental structure will, in addition to their duty-free lunch period, have one preparation period per day during which they will not be assigned to other duties. If a teacher, due to the organizational structure has other unassigned periods, the Principal may call on this teacher to perform professional duties. If substitute teaching is involved then the provisions of Article IX, Section D will apply.

   b. Elementary teachers will have a daily preparation period five (5) days a week for a minimum length of forty (40) minutes. In the event of scheduling difficulties, one (1) preparation period may be reduced to thirty-five (35) minutes. When a teacher loses the preparation period due to a lack of coverage, that teacher will be paid twenty-five dollars ($25.00) in FY17 and thirty dollars ($30.00) in FY18 and FY19.

2. a. Northampton High School will run on a long block schedule consisting of four (4) long blocks each full school day. Full-time teachers shall not be assigned more than three (3) teaching blocks each full school day. In addition, full-time teachers shall have one (1) preparation period each full school day; the preparation period shall be of the same duration as a teaching block.

   b. Teachers shall not be assigned any supervisory duties at the high school.

   c. When teachers at the high school are called upon to cover classes after the senior class terminates its academic year, teachers who had senior classes will be called first.

3. Reserved for future use.

4. At the middle school, duties will be assigned on an equitable basis among all staff.

5. Elementary specialists will not be required to teach more than seven (7) classes in one (1) day, and not more than four (4) consecutive classes without a duty-free break for recess, lunch, or a preparation period. Art and music shall have no less than five (5) minutes between classes. Physical education shall have no more than two (2) consecutive classes with less than five (5) minutes in between them.

6. Joint Labor-Management Committee on Duties: the parties agree to convene a joint-labor management committee to form a duty protocol that meets everyone's needs.

M. Number of Preparations. Middle School and elementary teachers in the departmental structure will not be required to teach more than two major subjects. Middle School teachers will not have more than a total of three (3) teaching preparations at any one time.

Exceptions to the provisions of the first above paragraph may be made only if the Superintendent of Schools (or their designee) determines that it is necessary to do so in the best interests of the educational process. (A disagreement over whether an exception is justified will be subject to the Grievance procedure and will be initiated at Level One thereof.)

At the High School, full-time teachers will not be required to teach more than two (2) major subjects, nor have more than a total of two (2) teaching preparations at any one time. This provision shall not preclude a full-time teacher from agreeing to teach more than two (2) major subjects and/or more than two (2) preparations at any one time.

N. Lunch Period. Teachers shall have a duty-free lunch period of the same length as the student lunch period in their school.

O. Unassigned Periods for Elementary Teachers. Elementary teachers will not be required to remain in their classrooms while special teachers are presenting a lesson.

P. Unit A Personnel will be remunerated at the following rates for each TEAM meeting which extends earlier or later than the contractual work day:

Effective July 1, 2016 $25 per TEAM meeting
Effective July 1, 2017 $30 per TEAM meeting

Q. All agendas before subcommittee meetings of the Committee and all minutes following these meetings, as well as agendas and minutes for meetings of the full School Committee, will be posted on the official Northampton Public Schools website.

R. Parent-Teacher Conferences Elementary Schools.

1. One week of early release day conferences will be scheduled in the fall, after consultation with the principals and faculty, concurrent with the time of report card distribution and when the Superintendent deems it would be most educationally sound. (5 days)

2. Conferences will include three afternoon conferences (1 pm – 3pm) and two evening conferences (6 pm – 8 pm).

3. Conferences will be scheduled for 20 minutes each.

4. Teachers will use the eight remaining parent contact hours provided in the current contract for a variety of parent/teacher contacts during the school year. (Examples of contact: notes, letters, newsletters, updating websites, phone calls, informal meetings, child study meetings). (Examples of not included contacts: team meetings, Open House, and similar practices already addressed in the contract).

5. The number of hours that teachers use to contact parents is not restricted to the parent/teacher conferences and the eight contact hours, but will be up to the teachers' professional judgment.

6.

S. Teachers assigned to more than one (1) school in any one (1) day will be allotted a minimum of fifteen (15) minutes for travel between buildings. They will have fifteen (15) additional minutes upon arrival to prepare for the teaching assignment.

T. Open Houses. Teachers shall attend a fall Open House in September or October lasting no more than two (2) hours. Additionally, high school teachers shall attend a second semester Open House in the months of January or February lasting no more than two (2) hours. During the month of the second semester Open House, one of the two faculty meetings may be cancelled, or, if held, must not exceed thirty (30) minutes.

U. Middle School and High School Flex block.

A flex block will be implemented at JFK and the High School for a one-year, school-wide trial for the 2020-20201 school year, during which time the parties will continue to re-evaluate and discuss, refine implementation of flex block according to he JLMC schedule listed at the end of this section.

At the high school, the maximum number of students in a co-led group for flex block shall not exceed 25. At the high school, the maximum number of students in a group led by one teacher is 15. At JFK, the maximum number of students in a group for flex block shall not exceed 25.

The flex block period at JFK will be used to provide academic support, including extra help, remediation, academic skill development, homework support, and enrichment opportunities such as service learning, student leadership, and curricular extensions and enhancements. Enrichment and curricular extensions and enhancements will be considered an additional prep. If facilitating the flex block brings a teacher above their maximum number of preps allowed, said teacher will be paired with another teacher with fewer preps to co-facilitate flex block.

Flex block at the high school is a student-driven, targeted, and academic time built into the school day. Because the high school flex block will be limited to extra academic support, intervention, engagement, extra time, or extension it may not be considered an additional prep. This provision does not preclude teachers from voluntarily providing additional student engagement opportunities per approval by building administration.

JLMC Schedule:
Year 1: 2019-2020 - JLMC meets, continues to gather information, plans for implementation in year 2.
Year 2: 2020-2021 - school-wide trial implementation of flex block at JFK and NHS; JLMC continues to meet and evaluate, identify areas that need adjusting in order to come up with a proposal for an MOA.
Year 3: 2021-2022 - JLMC continues to meet and re-evaluate language and implementation to come up with a joint proposal to be incorporated into successor CBA.

ARTICLE V NON-TEACHING DUTIES

A. Special Assignments. In addition to teaching and supervision, each teacher is subject to assignments of reasonable added professional responsibilities by the principal.

B. Extracurricular Activities.

1. Teachers will be responsible for extracurricular activities on a voluntary basis.

2. Any activity occurring after regular school hours shall be considered an extracurricular activity with the exception of professional responsibilities.
3. Payment for all coaching and extracurricular activities will be made immediately following the completion of the coaching or extracurricular assignment.

C. Teachers will not be required to drive pupils to activities which take place away from the school building.

D. Coaching/Extra Curricular/Summer School.

1. 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.

2. 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.

3. Positions for licensed teaching or nursing staff in summer school, evening school positions, or for summer/evening positions under federal programs will be filled by giving consideration to regularly appointed teachers with Professional Teaching Status in the Northampton Public Schools. In filling such positions, Article III, Section K(3) of the Unit A Labor Agreement shall be followed. Consideration will be given to a teacher's or nurse's area of competence, major and/or minor field of study, quality of teaching 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.

4. Non-teaching positions that do not require licensure in summer school, evening school positions, for 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.

5. 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.

6. 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.

7. When appointments to such positions are offered, they will be in accordance with the pay schedules and/or stipends listed in this contract.

E. Years of experience in the position in the system will determine step placement, one step for each year.

F. Committee Assignments.

1. First consideration will be granted to teachers who volunteer to serve on committees. Teachers will have the right to refuse committee service.

2. Persons who are interested in and/or affected by the subject of a committee study will be able to volunteer for said committee membership.

ARTICLE VI
Reserved (See Article XX)

ARTICLE VII LEAVES OF ABSENCE WITH PAY

A. Sick Leave.

1. a. Newly hired full time teachers shall be credited with 1.05 days (7.35 hours) for each month of work remaining in the school year at the time of their hire, up to a total of 10.5 days (73.5 hours).

b. Full time teachers who are not in their initial year of employment shall receive sick time at the start of the school year, up to 10.5 days (73.5 hours). The amount of sick time allotted in a school year shall be determined by looking at the hours worked by the teacher in the prior school year. For every ten (10) cumulative days in the prior year that a teacher in unpaid status for a non-statutorily protected reason, the maximum 10.5 day (73.5 hour) sick leave allotment shall be reduced by 1.05 days (7.35 hours).

When a returning teacher is in their second year of employment and did not work a full year in their first year of employment because of their start date, the District will not subtract the period not employed by the District against the second year sick leave allotment.

c. The sick time for teachers scheduled for less than 35 hours per week will be pro-rated.

d. Sick leave days provided under this section every school year shall not be considered to be used until sick leave days carried over from previous school years have been exhausted.

e. Unused sick leave days will accumulate without limit.

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

3. The employee may use their accumulated sick time for illness of a member of the employee's immediate family as defined in Section B (Bereavement Leave) and other relatives of the employee who reside 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 on the recommendation of the Superintendent.

4. <u>Sick Leave Bank.</u>

   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 they 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 she/he no longer desires 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 (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 (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 she/he 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 she/he 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.

5. Any employee whose personal illness extends beyond the period compensated under the terms of this Section A will be granted a leave of absence up to one (1) year without pay for such time as is necessary for complete recovery from such illness.

6. The Superintendent may request a doctor's certificate in the case of extended absences or unusual circumstances, whether or not Sections A4 and A5 of this Article VII are applicable.

The Superintendent and Principal are the granting authorities for FMLA leave.

B. Bereavement Leave. 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), 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, siblings-in-law, children-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 school year.

C. Death Benefits. In the case of the death of a teacher, their estate shall receive the amount of money equal to the unused balance of their accrued sick leave, based on 1/200 of their current salary.

D. Personal Days. Four (4) personal days are allowed each year. These days are not subtracted from the employee's accumulated sick leave. These days may not be taken on a day preceding or following 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 school year will be added to a teacher's sick leave days at the end of such school year or, in the case of a teacher who dies or retires during a school year, upon the death or retirement of such teacher. A teacher will notify the district substitute system of their intent to use personal time at least five (5) working days 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.

E. 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 or sick leave. The employee shall notify the Superintendent's office whether he/she wants these days deducted from personal leave or sick leave.

F. Employees will not suffer loss of pay, sick, or personal days for subpoenaed court appearances.

G. Jury Duty.

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

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

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

H. The Superintendent of Schools or the Superintendent's designee will be responsible for the administration of the foregoing provisions of this Article, consistent with the terms of this Agreement.[1]

ARTICLE VIII SPECIAL LEAVES

All teachers returned from leaves of absences granted in this Article shall, upon request, be restored to the same or similar position they held at the time the leave was granted, provided such position is still in existence. All benefits to which a teacher was entitled at the time their leave of absence commenced, including unused accumulated sick leave (determined as provided in Section VII A 1), will be restored to them upon their return. A teacher who has been granted any leave of absence for a period of one year must notify the Superintendent before March 31 of their intention to resume work the following September. The Superintendent shall notify the teacher by January 31 requesting a letter of intent by March 31. Failure to give such notification will be considered as the teacher's declination to return to work the ensuing year.

A. Parental and Maternity Leave. Employees will be eligible for Parental Leave in accordance with the provisions of Mass. General Laws c. 151B, §4 and c. 149, §105D as interpreted and enforced pursuant to c. 151B §4(11A). Extension of Maternity Leave for medical reasons may be granted by the Superintendent of Schools.

B. FMLA Leave. The parties hereby agree to incorporate by reference the City of Northampton's policy on Family and Medical Leave, established pursuant to the Federal Family and Medical Leave Act, with the understanding that any benefit which may be established

[1] The Superintendent may place members of the Bargaining Unit with professional status on administrative leave with pay in connection with misconduct allegations.

pursuant to this Agreement which is in addition to that available under the Family and Medical Leave Act (for example, short term family sick leave, leave for less than full time employees, extended leave) will not be limited by this policy.

C. Small Necessities Leave. An employee eligible for FMLA leave shall be entitled to up to twenty-four (24) hours of leave per contract year as provided by M.G.L. c. 149, §52D; a copy of the law may be obtained from the Superintendent's office. When an eligible employee takes such leave, such leave shall be deducted from personal leave.

D. Sabbatical Leave for Study or Travel. Teachers with professional teacher status who have served seven (7) years in the Northampton School System may, upon the recommendation of the Superintendent and with the budgetary approval of the School Committee, be granted leave of absence for study or travel upon the following conditions:

1. No more than one (1) percent of the teaching staff shall be absent on sabbatical leave at one time.

2. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent not later than December 1 of the year preceding the school year in which the sabbatical leave is requested. If the Superintendent recommends the request, it will be forwarded to the School Committee for budgetary approval or disapproval.

3. A teacher on sabbatical leave will be paid at three-fourths (3/4) of the annual salary rate, provided that such pay when added to any program grant shall not exceed the teacher's full annual rate.

4. The teacher must file with the Committee a written agreement to remain in the service of the Committee for one (1) full year in the event of a half-year's leave or two (2) full years in the event of a full year's leave. If a teacher resigns, within the year or the two-year period following the sabbatical, that teacher will refund to the City the sum of money proportionate to the unfulfilled period of time agreed to above.

5. Teachers granted a sabbatical leave of absence are required to report twice each semester to the Superintendent of Schools. This report must indicate the extent of the study of school systems either at home or abroad in case of sabbatical leave for travel, or the nature of the courses taken at a university and the application of these to the work of the individual concerned in the case of sabbatical leave of absence for study. If such reports are unsatisfactory, the leave may be terminated by the Board at any time upon the recommendation of the Superintendent.

6. In case the number of applications shall exceed one (1%) percent, selections shall be made in accordance with the following principles:

a. Length of service, preference to be given to those longest in the service.

b. Distribution by schools, care being taken that the number from any school should not be comparatively excessive.

c. Nature of service, provisions being made that the benefits of such leave of absence shall be distributed as fairly as possible among all grades, high school and supervisory positions.

d. The needs of the school system.

7. Regular annual increments shall be given for time of leave, the same as for regular service in the school.

8. A teacher may not be granted a second sabbatical leave of absence until seven (7) years after the date of return of the first leave.

E. Temporary Leave of Absence.

Military Leave. Military leave will be granted according to the provisions of Chapter 33, Section 59 of the General Laws of the Commonwealth of Massachusetts.

F. Extended Leave of Absence.

1. Leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent.

G. Other leaves of absence without pay may be granted by the Superintendent.

H. Notwithstanding any foregoing provision of this Article, the Superintendent of Schools or the Superintendent's designee will be responsible for the administration of each of its provision, consistent with the terms of this Agreement.[2]

ARTICLE IX SUBSTITUTE AND PART-TIME TEACHERS

A. A substitute teacher 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 teachers

[2] The Superintendent may place members of the Bargaining Unit with professional status on administrative leave with pay in connection with misconduct allegations.

will only be eligible for sick leave and two (2) personal days per semester. Said substitute teacher will be placed by the Superintendent on the Teacher salary schedule and will not be eligible for any other benefits, except sick leave and personal leave.

B. Reserved.

C. Reserved.

D. Regular Teachers as Substitutes.

1. Teachers will be allowed to voluntarily substitute for another teacher, with the approval of the Principal, at the rate of thirty dollars ($30) per period. The Principal will maintain a list of teachers who may volunteer to serve as substitutes. This will be the list the Principal refers to when the need arises.

2. No teacher will be required to substitute for a coach or club advisor when said sport activity or club begins before the end of the regular school day. Teachers who volunteer to substitute will be paid twelve dollars and fifty cents ($12.50) for each period substituted, pro-rated for a half a period ($6.25).

3. Elementary classroom teachers will not be required to substitute for specialist teachers.

4. No teacher will be allowed to assume the role of principal in the absence of the principal.

E. Part-Time Teachers.

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

   b. At the high school level one (1) teaching period shall constitute 33 1/3%, two (2) periods -66 2/3%, three (3) periods constitute full-time. At the middle school, one teaching period shall constitute 20%, two periods -40%, three periods -60%, four periods -80%, and five periods -100%.

   c. The formula for elementary teachers will be based on a percentage of the total length of the school day to the nearest tenth (1/10) exclusive of duty free lunch.

2. Every effort will be made to provide continuity for teachers having a part-time schedule.

3. Part-time teachers who are required to attend curriculum days, workshop days, parent-teacher conferences or other meetings (except for special education team

meetings covered under Article IV of this Agreement) held after their professional duties end will be compensated 1/1,295 of their non-prorated annual rate for each hour of time worked.

4. Part-time teachers will be scheduled so that their teaching responsibilities and any professional assignments are performed in a single continuous block of time insofar as possible.

F. Current policy regarding substitute nurses will continue to be applicable.

ARTICLE X
DUTIES AND RESPONSIBILITIES OF DEPARTMENT CHAIRPERSONS

A. There shall be department chairperson positions with the following responsibilities:

1. Communicate regularly, as requested, with the appropriate building principal and/or the Superintendent or their designee responsible for Curriculum and Instruction.

2. Complete orientation training by the Superintendent or their designee responsible for Curriculum and Instruction.

3. Facilitate the already established curriculum development process and assigned department activities.

4. Assist the principal in the budget process by coordinating resource and materials orders for the appropriate group or building.

5. Facilitate department meetings.

6. Advise principals on departmental course design and instructional needs.

B. Department chairpersons will not have responsibility for teacher evaluation, nor will they be assigned any supervisory responsibilities. Chairpersons will have a full teaching load.

C. Effective for the 2017-2018 academic year, the areas and grade levels of responsibility for department chairpersons are as follows:

Performing Arts	PK-8
Visual Art	PK-8
Technology	K-8
English Language Learner	K-12
English Language Arts	K
English Language Arts	1
English Language Arts	2
English Language Arts	3

English Language Arts	4
English Language Arts	5
Math	K
Math	1
Math	2
Math	3
Math	4
Math	5
PE/ Health	K-5
Interventionist	K-5
Garden Coordinator	K-5
Guidance	6-8
Pupil Services	6-8
Math	6-8
Reading	6-8
Science	6-8
Social Studies	6-8
World Languages	6-8
English/Language Arts	6-8
Exploratory Block	6-8
PE/ Health	6-12
Math	9-12
Science	9-12
Social Studies	9-12
English	9-12
Pupil Services	9-12
Technology/Business	9-12
Guidance	9-12
World Language	9-12
Fine & Performing Arts	9-12

D. The position shall receive an annual stipend, according to the following:

	FY2020 – FY2022
All department heads	$2,286

Except for the Garden Coordinator. The District may appoint garden coordinators at each elementary school with an annual stipend of $750 per academic school year per coordinator. These individuals may also be approved for up to 10 additional hours beyond the school year at $30 per hour.

E. 1. Chairpersons will have the opportunity to visit other schools and attend

conventions and conferences, whenever possible, in order to keep abreast of new books, new trends and practices in their respective fields.

2. Chairpersons will have full comprehensive membership in the national organization for their subject area paid for by the Committee.

F. Reasonable notices of meetings will be given, and meetings will be limited to two (2) per month except for emergencies or other very important reasons as determined by the administrator responsible.

G. Selection of Department Chairpersons:

1. a. The position of Department Chairperson will be advertised as a vacancy (in accordance with Article III) every two (2) years.

   b. If a vacancy occurs before the end of the two (2) year period, the replacement appointment will be for the remainder of such two (2) year period.

2. Prior to the posting of vacancies, the Superintendent of Schools will provide an opportunity for a written survey of all members of the department and representative elementary teachers, where applicable, jointly selected by the Superintendent and the President of the Association, to establish department recommendations for the positions of the Department Chairperson. These surveys will be reviewed by the Superintendent and the President of the Northampton Association of School Employees.

H. Evaluation of Department Chairpersons:

1. Department Chairpersons will be evaluated annually by either the Superintendent or their designee or the building principal. The evaluator will be designated at the beginning of each school year.

2. Purpose. Evaluation is the ongoing process of defining goals and identifying, gathering, and using information as a part of a process: (a) to provide information for improving performance, and (b) to provide a record of facts and assessments for personnel decisions. The evaluation shall be free of racial, gender, religions and other discriminations or biases as defined in state and federal laws, and shall be based on direct observation. Such observations will be conducted openly and with the knowledge of the Department Chairperson.

3. The evaluator will use an evaluation instrument mutually agreed upon by the Committee and the Association.

4. The evaluation report must provide specific recommendations for improving performance in those areas identified as in need of improvement.

5. Each Department Chairperson will be given a copy of their evaluation report to sign or initial and a copy to retain and shall have the right to discuss such report with the evaluator.

6. Department Chairpersons shall have the right to respond in writing to an evaluation report. Such response will be attached to the evaluation report.

7. Any Department Chairperson may appeal an adverse evaluation report through the grievance procedure, but only on the grounds of bad faith or discrimination.

8. Each Department Chairperson shall have an annual conference of evaluation with their evaluator.

ARTICLE XI
ASSOCIATION

A. Use of Buildings. The Association will have the right to use school buildings without cost at reasonable times for meetings. The principal of the building in question will be notified in advance of the time of all such meetings. Request for such use must be made to and approved by the Superintendent of Schools.

B. Availability of Educational Benefits. In the event that the Northampton School Committee votes not to participate in inter-district school choice as provided under M.G.L. c. 76, s. 12B, then Northampton teachers, who are not residents of Northampton, will be allowed to send their children to the regular education program in the Northampton Public Schools on a space available basis at one-half the tuition charge. Such teachers may do so by agreeing in advance that their children may be transferred from class to class, or from school to school, should enrollment make this necessary.

Acceptance of a non-resident student will be subject to annual review and current policy.

ARTICLE XII
WORKERS' COMPENSATION

In the event an employee receives compensation under the Workers' Compensation Act, the Committee agrees to pay the employee, if he/she so agrees, the difference between the compensation he/she receives and the usual weekly salary, such difference to be charged against the employee's sick leave account to the extent of accumulated sick leave earned.

ARTICLE XIII
INSURANCE AND ANNUITY PLAN

A. Group Life and Health Insurance. Any teacher is eligible for enrollment in any insurance plan whether life or health offered to the employees of the City of Northampton.

B. Annuity Plan. Teachers will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law No. 87-370.

C. Group Health Accident Insurance. In addition to the above fringe benefits, health-accident insurance is available to a regular teacher through the Northampton Association of School Employees.

D. During the term of this contract, the Committee agrees to pay at least 50% of health and life insurance premiums for plans offered to employees of the City of Northampton, except that, the Committee agrees to pay eighty percent (80%) of the premiums for hospital and medical coverage in the City of Northampton's group health maintenance organization plan.

The Committee agrees to raise the current life insurance and accidental death and dismemberment policy amount from $2000 to $5000 effective either July 1, 2001, or when all bargaining units have executed a collective bargaining agreement with the City and School Department, whichever is later.

E. Dental Insurance: The Committee agrees to implement a voluntary Dental Plan.

F. Flexible Spending Account: The Committee agrees to offer a voluntary Flexible Spending Account.

G. The Committee agrees to provide for payroll deduction of individual premium payments for MTA disability insurance; with premium costs to be paid by the employee.

ARTICLE XIV
DUES DEDUCTION

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 contract.

B. The Committee hereby accepts 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 all 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.

ARTICLE XV
SALARY

A. Salary Schedule: See Appendix A – 1

Base rate increases:

Effective July 1, 2019: 3% COLA, add a new step at 3% above the current final step.
Effective July 1, 2020: 3% COLA, remove lowest-paying step, add a new step at 2% above the current final step.
Effective July 1, 2020: 3% COLA, add a new step at 2% above the current final step.

Step implementation for all steps will occur on the 92nd day of the school year.

B. Extracurricular: See Appendix A – 2 Athletics: See Appendix A – 3

C. Department Chairpersons and teachers assigned to more than one (1) school in any one (1) 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.

D. Professional Increments and Advanced Study Salary Adjustments

1. Reserved.

2. 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 teacher claims substantiated by college records.

b. To be eligible for such advanced study salary adjustments, teachers 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 of the year preceding the September or February that advancement would occur.

3. Approval: All courses and degrees must be approved in advance by the Superintendent of Schools. A teacher may advance laterally and vertically on the salary scale (whenever possible).

E. Retirement Credit. A teacher meeting the following requirements shall be entitled to receive the sum of up to $5,500 based on unused sick leave accumulated in the Northampton School System as follows:

No pay for 0-79 unused sick days
80-99 unused sick days paid at $30 per day
100 unused sick days paid at $55 per day

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

2. The teacher must have at least eighty (80) days of unused accumulated sick days.

3. The teacher must advise the Superintendent of their 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 Superintendent. If it is not, an appeal may be made to the School Committee.

F. Method of Payment.

1. Teachers will receive their salary in 26 equal installments every other Thursday, beginning with the second Thursday of the school year.

2. Teachers may collect their salary for the summer months by notifying the School District in writing prior to the beginning of the school year. Payment for the remainder of their salary shall be made on or before the final payday in June or over the summer months of July and August as may be elected by the teacher.

3. New staff members hired prior to February 1 will be advanced on the salary scale as those who entered in September. Those hired on or after February 1 will be advanced on the salary scale one year from the following September.

G. In-Service Courses. In-service courses are considered a part of the professional growth of the staff. In-service courses approved by the Superintendent will represent a minimum of fifteen (15) class hours.

H. Payment for Teaching of In-Service Courses. A teacher who teaches an in-service course described in Section G of this Article will be compensated at the rate of fifty five dollars ($55.00) per hour for each hour of such teaching up to a maximum of eight hundred twenty-five dollars ($825.00) per course.

I. Reserved for future use.

J. Guidance Personnel

1. The District Outreach Social Worker's work schedule shall be 205 days, with 10 additional days as budgeted/approved by administration. All days beyond 185 (Unit A work schedule) shall be paid at the per diem rate.

2. Designated Middle School and High School guidance personnel shall work up to a total of ten (10) extra days in addition to the regular teacher work year. Such personnel shall be paid a per diem rate for each day worked and such pay shall be incorporated into a July 1 to June 30 schedule for pay purposes. This is in addition to the stipend listed in Appendix A.

3. Elementary guidance personnel shall work the regular teacher work year and shall receive the stipend listed in Appendix A in addition to their regular teacher salary.[3]

K. Teachers who have achieved National Board Certification will receive an annual stipend of one thousand dollars ($1,000).

L. Direct Deposit of Paychecks: All employees shall be required to have their paychecks directly deposited to a banking institution of their choosing.

ARTICLE XVI
REDUCTION IN FORCE

A. Natural attrition and/or retirements shall be taken into account prior to invoking the provisions of this Article.

B. When necessary to invoke the provisions of this Article due to a reduction in the number of teachers employed, changes in enrollment or distribution of students, or administrative reorganization, affected teachers will be notified, in writing, sixty (60) calendar days prior to the time such a change will take effect. In the event of such reduction, teachers will be laid off in the reverse order of seniority.

C. Any teacher whose position is eliminated shall:

1. Be transferred into a vacant or newly created position for which he/she is qualified, certified or certifiable, such transfer to be given priority over those teachers who have requested a transfer pursuant to Article III, Section K.

   If this is not possible, then:

2. Replace an employee with lower seniority and where, within the School System,

[3] Stipend does not apply to any elementary guidance personnel hired after the execution of the 2004-2007 Agreement.

there is a position for which the employee whose position is eliminated is qualified, certified or certifiable.

3. The teacher must be certified by the State Department of Education, either in writing or verbally, the latter being requested by the Superintendent or his designee.

D. Seniority is measured in terms of a teacher's length of service in years, months and days from the initial date of appointment. Seniority of part-time teachers shall be pro-rated in implementing Section C, above.

E. Cases of identical seniority in the same subject area shall be resolved by granting preference to the teacher with the highest level of formal educational training as recognized on the salary schedule then in effect. If these are identical then preference will be given to the teacher with the most years of teaching experience.

F. Teachers 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.

1. During the recall period, teachers shall be notified by registered mail, return receipt requested, addressed to their last address of record, and given preference for positions for which they are qualified, certified or certifiable in the inverse order of their respective layoff.

2. Teachers so notified shall have ten (10) calendar days (20 during the summer months) from the date the Committee places on the registered mail receipt to respond, in writing, to claim the position.

3. The Committee shall not be held responsible for the failure of the postal service to deliver letters of notification or for failure of the postal service to deliver letters of reply within specified time limits.

G. All benefits to which a teacher is entitled at the time of the layoff shall be restored in full upon re-employment within the recall period. Any teacher who is recalled from layoff under these terms shall retain their seniority, less the period of the layoff.

H. During the recall period, teachers who have been laid off shall be given preference on the substitute list. Their employment will be at the established substitute pay rate.

I. Teachers 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 City in accord with a mutually agreed upon schedule or the refusal to return to employment upon recall will terminate this option.

J. The Superintendent will provide a seniority list of teachers who will be impacted at the

time Section B, above, 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.

K. When layoff action occurs, the Association shall be notified, in writing, of all teachers to be laid off.

L. The Association shall be notified of any recall action taken by the Superintendent if there are people on layoff.

M. Unit B Administrators will have replacement rights in Unit A based upon the total amount of Unit A Seniority accrued as of the latest date of appointment to a position in Unit B.

ARTICLE XVII
SAVINGS CLAUSE

In the event that any provision of this Agreement is or shall be found to be contrary to law by a court of competent jurisdiction, then such clause shall be void and unenforceable, but all other provisions of this Agreement shall continue in full force and effect. If any provision is found contrary to law, then, upon the request of either party, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XVIII
HEALTH AND SAFETY

A. 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 teaching staff.

B. To this end, the School Committee agrees that it will take appropriate action to inform the Association and all affected teachers 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.

C. 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

Principals and teachers shall be required to report any assault on a teacher related to the performance of the teacher's duties to the Superintendent of Schools. The principal may at their discretion also report

any case of assault on a teacher 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 his or her designee. At the conclusion of the investigation, the teacher 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 a teacher.

Nothing in this agreement shall prevent a teacher from them self reporting a case of assault to the police or to the courts.

ARTICLE XX
PROFESSIONAL DEVELOPMENT

THE PARTIES TO THIS AGREEMENT AGREE that continued growth and development of professional staff members is a top district priority and is necessary to conform to the letter and spirit of the Massachusetts Education Reform Act of 1993. To that end the following provisions will be implemented:

1. Conferences. Each professional staff member will be eligible for paid leave for two (2) non-district professional development days per school year, in order to permit attendance at professional conferences, workshops, seminars, visiting days*, or other professional improvement sessions related to their individual professional development plans and to district and school goals. Attendance will require prior approval of the Principal and Superintendent. Requests shall be submitted to the Principal and Superintendent thirty (30) days prior to the event the staff member is to attend, and all requests are subject to availability of funds.

   * Teachers may obtain permission from the Superintendent for visiting schools in Northampton or schools in other districts. The Principal and Superintendent must be consulted at least two (2) days before the proposed visit.

   a. Professional staff members will be reimbursed for reasonable expenses (including registration fees, lodging when necessary and transportation) incurred by them for attendance at these professional development programs, subject to the availability of funds.

   b. Professional development activities as described above shall be on a voluntary basis; provided, however, that attendance at other professional development activities may be required of professional staff members at the discretion of the Principal and Superintendent.

2. Tuition Reimbursement. The Committee will provide in its budget $25,000 for tuition reimbursement for unit members desiring to take courses as part of an individual program of staff development.

The courses must have prior approval of the Superintendent or their designee in accordance with the following guidelines:

a. Tuition reimbursement for courses taken in satisfaction of requirements for a program leading to an advanced **degree from an accredited College or University** or certificate of advanced study will be approved by the Superintendent provided that they are consistent with a pre-approved plan of study on file in the Superintendent's Office.

b. Requests for prior approval of courses must be submitted by September 15 for the fall semester, January 1 for the spring semester, and June 1 for the summer session.

c. Tuition reimbursement for other pre-approved courses will be authorized by the Superintendent or their designee if they are directly related to individual, school, or district professional improvement plans.

d. Tuition will be reimbursed to a maximum of 50% of the University of Massachusetts tuition rate and fee schedule at the time of the request. Such reimbursement will be limited to actual tuition and fees. Payments will be made upon receipt of official transcripts from the college or university and proof of expenditures.

e. Requests for tuition reimbursement will be approved on a first come first serve basis to a maximum total expenditure of $25,000.

No staff member will be eligible for reimbursement of tuition for more than two courses per year.

3. Joint Professional Development Committee. There shall be a Joint Committee on Professional Development, composed of two co-chairpersons (a teacher designated by the President of the Association, and the Superintendent or their designee), one (1) teacher from each elementary building, two (2) teachers from the middle school, two (2) teachers from the high school, one (1) elementary administrator, the Early Childhood Coordinator, the Director of Pupil Services or their designee, one (1) middle school administrator, one (1) high school administrator, and four (4) ESP members.

In addition, the one (1) teacher from each elementary school, two (2) from the middle school and two (2) from the high school shall serve as members on the School Based Professional Development Committees, in their respective buildings, to collaborate with the Principal in an advisory role on building based professional development activities, and to assist in the development of the building Professional Development Plans.

a. The members of the Committee shall serve for a term of two (2) years, but may be re-elected or re-appointed at the conclusion of their term.

b. The duties and responsibilities of the Committee shall include the following:

i. Recommending professional development goals for the district based on Massachusetts law and the Curriculum Frameworks;

ii. Planning and implementing professional development opportunities;

iii. Assisting in the development of the District's professional development plan;

iv. Participating in reviewing the professional development portion of the District's school improvement plans; and

v. Reviewing and recommending the allocation of designated grants at the request of the Superintendent or their designee.

c. At the discretion of the Superintendent, requests for approval of courses, workshops, conferences, and/or mini-courses may be referred to the committee for its recommendation as to approval or disapproval. The final decision, however, rests with the Superintendent.

d. Teachers participating in the district-wide Joint Committee on Professional Development shall receive either three hundred fifty dollars ($350) or the equivalent of one (1) college credit.* In addition, teachers will be eligible for professional development points (PDPs) as approved by the Superintendent or their designee.

*No stipend or credit is available for members of the on-site Professional Development Committee(s).

ARTICLE XXI
REGISTERED NURSES

A. The following provisions of the Agreement will not apply to Registered Nurses:

1. Reserved

2. Article IV (G), (L), (M), (O), (R)

3. Reserved

4. Reserved

5. Reserved

6. Article X

7. Reserved

8. Reserved

9. Reserved

B. The following provisions of this Agreement will apply ONLY to Registered Nurses:

1. Reserved

2. Reserved

3. Reserved

5. Reduction in Force/Seniority

a. Seniority will be lost by: a) Resignation; b) Discharge of Just Cause; c) Accepting employment while on leave of absence without express permission of the Committee; d) Failure to return from an approved leave.

b. Layoff and Recall. The parties agree to the following provisions:

i. Should a reduction in force occur, registered nurses who are not licensed as School Nurses by the Department of Education will be laid off first, in reverse order of seniority. Should further reduction be required, registered nurses who are licensed by the Department of Education as School Nurses will be laid off next, in reverse order of seniority.

ii. "Seniority" shall be the length of a nurse's continuous service measured from the nurse's most recent appointment date; provided a nurse's seniority may be reduced for periods of unpaid leave, unless otherwise prohibited by law. Seniority for the part-time nurses will be prorated according to the percentage of their employment to full-time employment.

iii. If two or more employees have the same seniority, the nurse who has the shorter term of continuous employment with the School District shall be laid off. If there are two or more nurses with the same seniority and the same term of continuous employment with the School District, a part-time nurse shall be laid off before a full-time nurse. If there are still two or more nurses, which nurse shall be laid off will be determined by a lottery conducted by the Superintendent of Schools.

iv. Nurses who have been laid off from employment are responsible for keeping the School District advised of their current address for the purpose of potential recall from layoff.

v. Registered nurses will be eligible for recall for a period of twelve (12) months from the effective date of layoff. Registered nurses who are licensed by the Department of Education as School Nurses will be recalled first, in inverse order of layoff; registered nurses who are not licensed by the Department of Education as School Nurses will be recalled next in inverse order of layoff.

vi. Any nurse who is recalled from layoff under these terms shall retain their seniority, less the period of the layoff.

vii. The School District will notify a nurse of a recall opportunity by certified letter (or other verifiable method of delivery) to the nurse's last known address. A nurse who has been offered an opportunity to be recalled from layoff must advise the School District of their intention to accept recall within twenty (20) days.

viii. The determination of the necessity of layoffs, the number of nurses to be laid off and the filling of vacancies, are essential elements of management and, as such, are nongrievable and are not subject to the grievance or arbitration process. Similarly, the recall from layoff of nurses is an essential element of management and, as well, is nongrievable and is not subject to the grievance or arbitration process.

ix. These procedures shall apply only to nurses that have completed their contractual probationary period. Nurses without such status shall not have any layoff or recall rights.

6. Reserved for future use

7. Malpractice Insurance: The Committee agrees to reimburse each nurse the premium amount for the basic policy as recommended by the National Nurses' Association, but not to exceed $100 per year.

8. Salary Schedule Placement

a. A school nurse who has earned a Bachelor's degree from an accredited College or University and is certified as a school nurse under the MA DESE will be placed on the salary schedule and given full credit for their previous work as a school nurse up to five (5) years. Nursing experience beyond the five (5) years may be credited at the sole discretion of the Superintendent.

b. Reserved for future use.

c. Certified registered nurses placed on Appendix A may work up to ten (10) days in addition to the teacher work year, the scheduling of said days to be approved by the Health Director and building principal. A certified registered nurse that does work additional days will be paid their per diem rate for all additional days worked.

9. Reserved

10. Reserved

11. Reserved

12. Reserved

13. Reserved

ARTICLE XXII
RESERVED

ARTICLE XXIII
LONGEVITY

For the July 1, 2016 to June 30, 2017 contract year there will be no change in how teacher longevity is paid. Steps 15 and 20 will remain in the salary schedule.

Effective July 1, 2017, each member of the Teacher Chapter will receive an annual longevity payment according to the below length of continuous service to the District. For the purpose of longevity, continuous service is calculated from the date of hire in Unit A. The anniversary of a teacher's date of hire must occur prior to October 1st of the year in which the longevity payment is made, and the longevity payment will be paid in a lump sum prior to December 1st. The longevity payments will be prorated for part time teachers. Steps 15 and 20 will be eliminated from the salary schedule and an annual longevity payment will be made as follows:

After completing 15 years of continuous service:	$585
After completing 19 years of continuous service:	An additional $580 for a total of $1,165

Effective July 1, 2018, a new ten year longevity increment will be added, and longevity will be paid as follows:

After completing 10 years of continuous service:	$425
After completing 15 years of continuous service:	An additional $585 for a total of $1,010
After completing 19 years of continuous service:	An additional $580 for a total of $1,590

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 SALARY SCHEDULE

Teachers and Certified Nurses

FY20 with ALL steps STARTING AT DAY 92

2019-2020						
	1	2	3	4	5	
COLA	3%	3%	3%	3%	3%	
	BA	MA	MA+30	M+60/CAGS	DOC	
STEP						
2	42,157	45,535	46,940	49,609	52,680	
3	44,050	47,580	49,049	51,838	54,991	
4	46,030	49,719	51,252	54,167	57,400	
5	48,099	51,952	53,555	56,600	59,917	
6	50,262	54,286	55,961	59,144	62,544	
7	52,518	56,727	58,477	61,800	65,285	
8	54,879	59,274	61,104	64,579	68,148	
9	57,344	61,938	63,850	67,481	71,136	
10	59,920	64,721	66,717	70,512	74,253	
11	62,613	67,631	69,717	73,682	77,508	
12	64,491	69,659	71,809	75,892	79,834	3.00%

FY21 with additional new top step 13
FY21 with ALL steps STARTING AT DAY 92

2020-2021	1	2	3	4	5	
COLA	3%	3%	3%	3%	3%	
	BA	MA	MA+30	M+60/CAGS	DOC	
STEP						
2						
3	45,372	49,007	50,521	53,393	56,641	
4	47,411	51,211	52,789	55,792	59,122	
5	49,542	53,511	55,162	58,298	61,715	
6	51,769	55,915	57,640	60,918	64,420	
7	54,093	58,429	60,232	63,655	67,243	
8	56,526	61,052	62,937	66,516	70,192	
9	59,064	63,797	65,766	69,505	73,270	
10	61,718	66,663	68,719	72,628	76,480	
11	64,491	69,659	71,809	75,892	79,834	
12	66,426	71,749	73,963	78,169	82,229	
13	67,754	73,184	75,442	79,732	83,873	2.00%

eliminate step 2 salaries - do not renumber steps

FY22 with additional new top step 14
FY22 with ALL steps STARTING AT DAY 92

2021-2022	1	2	3	4	5	
	3%	3%	3%	3%	3%	
	BA	MA	MA+30	M+60/CAGS	DOC	
STEP						
2						
3	46,733	50,477	52,036	54,995	58,340	
4	48,834	52,747	54,373	57,466	60,895	
5	51,028	55,116	56,817	60,047	63,566	
6	53,322	57,592	59,369	62,746	66,353	
7	55,716	60,181	62,039	65,564	69,261	

8	58,221	62,883	64,826	68,512	72,298	
9	60,836	65,711	67,739	71,591	75,468	
10	63,569	68,663	70,780	74,807	78,775	
11	66,426	71,749	73,963	78,169	82,229	
12	68,418	73,902	76,182	80,514	84,696	
13	69,787	75,380	77,705	82,124	86,389	
14	71,183	76,887	79,260	83,767	88,117	2.00%

Step to be eliminated - do not renumber steps
New Step added with % indicated; otherwise scale increased by cola %

STIPENDS

	FY 2020-2022
GUIDANCE*	$423
HEAD TEACHER	$1950
SPED	$922
TEAM LEADER	$2581
DEPT. CHAIR	$2286

*Stipend does not apply to any elementary guidance personnel hired after the execution of the 2004-2007 Agreement. The two elementary guidance counselors hired prior to the execution of the 2004-2007 Agreement shall be red circled at $351.

APPENDIX A-1 REGISTERED NURSE SALARIES

	FY20	FY21	FY22
COLA	3%	3%	3%
STEP			
2			
3	31,558	32,505	33,480
4	32,738	33,720	34,731
5	33,935	34,953	36,002
6	35,118	36,171	37,257
7	36,305	37,395	38,516
8	37,491	38,616	39,774
9	38,425	39,578	40,765
10	39,740	40,933	42,161
11	40,820	42,045	43,306
12	42,045	43,306	44,605
13		44,172	45,497
14			46,407

Step to be eliminated - do not renumber steps
New step; 3% Yr 1, 2% Yr 2, 2% Yr 3 on 92nd day

APPENDIX A - 2
EXTRACURRICULAR ACTIVITIES STIPEND SCHEDULE

JFK Middle School	FY20-2022
Band Director	$1,469
Business Manager	$2,939
Cheerleading Advisor	$294
Chorus Director	$1,177
Computer Club	$294
Debate Club	$588
Fundraising (aka Magazine) Coordinator	$1,029
Geography Bee	$588
Gay/Straight Alliance	$1,029
Outing Club Advisor	$1,029
Photography Club Advisor	$294
Public Relations	$294
School Paper Advisor	$1,029
Science Club Advisor	$1,029
Scrabble Club Advisor	$294
Students of Color Association (SOCA) Advisor	$1,029
Student Council Advisor	$1,029
Talent Show Coordinator	$440
Theater Workshop - 1	$1,029
Theater Workshop - 2	$1,029
Yearbook Advisor	$1,469

Northampton High School	
Advisor: Freshman Class (1st)	$588
Advisor: Freshman Class (2nd)	$588
Advisor: Sophomore Class (1st)	$588

Advisor: Sophomore Class (2nd)	$588
Advisor: Junior Class (1st)	$735
Advisor: Junior Class (2nd)	$735
Advisor: Senior Class (1st)	$735
Advisor: Senior Class (2nd)	$735
Advisor: Academic Team	$882
Advisor: Anime Club	$294
Advisor: Arts & Crafts Club	$294
Advisor: Best Buddies	$588
Advisor: Biking Club	$294
Advisor: Board Game Club	$294
Advisor: Ceramics Club	$294
Advisor: Chess Club	$294
Advisor: Debate Team	$882
Advisor: Diversity (SOCA) Club	$1,029
Advisor: Drama Club	$294
Advisor: Environment Club	$294
Advisor: Fencing Club	$294
Advisor: Gamers Club	$294
Advisor: Gay/Straight Alliance	$440
Advisor: Homework Club	$294
Advisor: Improv Troupe	$588
Advisor: Interact Club	$294
Advisor: International Women's Rights	$294
Advisor: InvenTeam	$294
Advisor: Key Club	$882
Advisor: Math Club	$882
Advisor: Model UN	$588
Advisor: National Honor Society	$1,051
Advisor: Nursing Club	$294

Advisor: Outing Club	$1,029
Advisor: Ping Pong Club	$294
Advisor: Robotics Team	$2,351
Advisor: School Newspaper	$1,029
Advisor: Student Union	$1,029
Advisor: Woodworking Club	$294
Advisor: Yearbook	$1,469
Advisor: Young Dems Club	$294
ALP Coordinator	$2,557
AP Coordinator	$2,557
AP Treasurer	$980
Band Director	$2,939
Booster Day Coordinator	$294
Business Manager School Accounts	$4,117
Choral Director	$911
Fall Drama Director	$882
Musical Choral Director	$882
Musical Choreographer	$784
Musical Costume Coordinator	$294
Musical Director	$4,898
Musical Orchestra Director	$629
Musical Pianist	$980
Musical Producer	$2,449
Musical Set Designer/Tech Director	$1,469
PSAT Coordinator	$588
Scholarship Coordinator	$1,534
Services for Students with Disabilities (SSD) Coordinator	$588
Talent Show Coordinator	$294
Theater Manager	$1,715

Theater Producer	$1,715
Theater Show Director (per production)	$1,023
Theater Show Producer (per production)	$1,023
Theater Student Production Mentors (per production)	$511
Theater/Musical Specialists (per production/per specialist)	$511
Thespian Director	$294
Winter Drama Director	$882

Newly Approved Clubs at JFK Middle School or Northampton High School	$294

Intramural Sports Activities	FY20-22
Advisor Hourly Rate	$22

Payments for Work on Committees:

Professional Development Committee	$350

APPENDIX A-3
ATHLETICS STIPEND SCHEDULE

	FY20-22
Level I	
Step 1	$4,109
Step 2	$4,467
Step 3	$4,855
Step 4	$5,278
Step 5	$5,737
Level II	
Step 1	$3,282
Step 2	$3,567
Step 3	$3,877
Step 4	$4,214
Step 5	$4,580
Level III	
Step 1	$2,910
Step 2	$3,163
Step 3	$3,438
Step 4	$3,737
Step 5	$4,062
Level IV	
Step 1	$2,106
Step 2	$2,289
Step 3	$2,488
Step 4	$2,705
Step 5	$2,939

Level V	
Step 1	$1,892
Step 2	$2,056
Step 3	$2,235
Step 4	$2,430
Step 5	$2,639
Level VI	
Step 1	$631
Step 2	$686
Step 3	$745
Step 4	$810
Step 5	$880

APPENDIX A – 3 continued

Placement on Level Salary Schedule:

Level I:	Football
Level II:	Basketball (B/G), Wrestling
Level III: **Level IV:**	Baseball, Softball, Field Hockey, Soccer (B/G), Lacrosse (B/G), Swim (B/G), Diving (Co-ed), Indoor Track (B/G), Spring Track
Level V:	Cross Country (B/G), Skiing (Co-ed), Ultimate Frisbee (B/G)
Level VI:	Golf (Co-ed), Tennis (B/G), Cheerleading, Faculty Manager (all 3 seasons) Conditioning Club/ Weight Room attendant, Intramural (1/sport/season)

Additional Payments:

Longevity:
10 Consecutive Years in the same coaching position: $100
15 Consecutive Years in the same coaching position: $200
20 Consecutive Years in the same coaching position: $300

Extended Season Compensation (all but Football):
If the regular season is extended into post-season play, the head coach of that varsity sport will receive a post-season bonus of $150.

Placement on steps:
All subvarsity coaches (JV and Freshman) will be paid seventy percent (70%) of the head coach's salary schedule at the step determined by the Director of Athletics (rounded to the nearest dollar).

All assistant coaches will be paid forty percent (40%) of the head coach's salary schedule at the step determined by the Director of Athletics (rounded to the nearest dollar).

Step movement is not automatic from one year to the next. Determination is made by the Superintendent through a recommendation from the Director of Athletics.

In-district Stipend:
A Coach who is also employed by the Northampton Public Schools as a regular staff member will be entitled to an additional sum of $200.

APPENDIX A – 4

COURSE APPROVAL FORM
NORTHAMPTON PUBLIC SCHOOLS

Step 1: Course Approval

Per Unit A Contract: Courses must have prior approval of the Superintendent. Requests for prior approval of courses must be submitted by September 15 for the fall semester; January 1 for the spring semester; June 1 for the summer session.

Name: _____ Employee #: _____

Date of Request: _____ Total Cost of Course: _____

Course Title/Description: _____

Course Number:

Number of Credits: _____

Institution: _____ Semester: _____

Check one of the following three:

☐ Certification/Licensure ☐ Graduate ☐ CAGS/Advanced Degree

Is this course part of a graduate program?: _____

If yes, in what graduate program are you enrolled?: _____

Are you requesting reimbursement for this course?: _____

THIS REQUEST HAS BEEN:

Approved by Building Principal: _____ _____

Signature Date

Superintendent: Course Request: _____ Approved _____ Not Approved

Reimbursement: _____Approved_____ Not Approved

_____ _____

Signature of Superintendent Date

The original form has been returned to the employee on _____ from _____

Step 2: Reimbursement

Per Unit A Contract: Tuition will be reimbursed to a maximum of 50% of the University of Massachusetts tuition rate and fee schedule at the time of the request. Such reimbursement will be limited to actual tuition and fees. Reimbursement will be made upon receipt of official transcripts from the college or university and proof of expenditures. No staff member will be eligible for reimbursement of tuition for more than two courses per fiscal year.

Submitted to Superintendent's Office on _____ to process your reimbursement request.

APPENDIX A – 5

PROGRAM APPROVAL FORM
NORTHAMPTON PUBLIC SCHOOLS

Step 1: Program Approval

Per Unit A Contract: Courses must be part of an approved program by the Superintendent. Requests for a program must have prior approval from the Superintendent submitted by September 15 for the fall semester; January 1 for the spring semester; June 1 for the summer session.

Name: _____ Employee #: _____

Date of Request: _____ _____

Program Description: _____ _____

Institution: _____

Check one
of the following three:

☐ Certification/Licensure ☐ Graduate ☐ CAGS/Advanced Degree

Principal: Please check one only, sign and date:

☐ I Support ☐ I Do Not Support

_____ _____

Signature of Principal Date

Superintendent:

Program: ☐ I Approve ☐ I Do Not Approve

_____ _____

Signature of Superintendent Date

A copy of this form has been returned to the employee on_____from_____

APPENDIX A – 6

DEFINITIONS OF TERMS USED IN EDUCATOR EVALUATION

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

A. *Artifacts of Professional Practice: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

B. Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

C. Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

D. Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

E. *District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, or other relevant frameworks, that are locally bargained and comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments, and district-developed pre and post unit and course assessments, and capstone projects.

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

G. *Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

1. Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

2. Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

3. Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

4. Improvement Plan shall mean a plan developed by the Evaluator of at least 25 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year. The District will compensate for any mandated activity, but not per diem for the Educator.

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

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

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

1. Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation. Whenever possible, the Primary Evaluator and the educator will mutually agree upon the Supervising Evaluator.

2. Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee. In the event the Educator requests to have the Supervising Evaluator assigned, that request will be honored whenever reasonable.

3. Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

4. Notification: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

5. Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In

cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

K. Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

L. *Experienced Educator: An educator with Professional Teacher Status (PTS).

M. *Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.

N. *Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

O. *Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

P. *Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

Q. *Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.

R. Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance expected by July 2012.

S. *Observation: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 15 minutes by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

T. Parties: The parties to this agreement are the Northampton School Committee and the Northampton Association of School Employees.

U. *Performance Rating: Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

1. Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

2. Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

3. Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

4. Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

V. *Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

W. *Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

X. Rating of Educator Impact on Student Learning: A rating of high, on target, or low based on trends and patterns on state assessments and district-determined measures.

Y. Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

1. Standard 1: Curriculum, Planning and Assessment

2. Standard 2: Teaching All Students

3. Standard 3: Family and Community Engagement

4. Standard 4: Professional Culture

5. Attainment of Professional Practice Goal(s)

6. Attainment of Student Learning Goal(s)

Z. *Rubric: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consist of:

1. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

2. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

3. Elements: Defines the individual components under each indicator

4. Descriptors: Describes practice at four levels of performance for each element

AA. *Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

BB. *Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

CC. *Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

DD. *Trends in student learning: At least two years, after the base year of 2012-2013, of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.