

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES

SMITH VOCATIONAL and AGRICULTURAL HIGH SCHOOL

AND

NORTHAMPTON ASSOCIATION OF SCHOOL EMPLOYEES
UNIT H

JULY 1, 2020 - JUNE 30, 2023

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CONTRACTUAL AGREEMENT

Pursuant to the provisions of the General Laws, Chapter 150E, this Agreement is made and entered into by and between the Board of Trustees of Smith Vocational and Agricultural High School and the Northampton Association of School Employees, hereinafter referred to and designated as the Association.

PREAMBLE

This Agreement, entered into by the Board of Trustees of Smith Vocational and Agricultural High School (hereinafter sometimes referred to as the Board) and the Northampton Association of School Employees for the Administrators (hereinafter sometimes referred to as the Association or Administrators), has as its purpose the promotion of harmonious relations between the Board and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. The undersigned parties to this contract hereby declare that:

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

RECOGNITION

For the purpose of collective bargaining, the Committee recognizes the Association as the exclusive representative of the Administrators, a Unit consisting of: Assistant Principal, Curriculum Director, Vocational Director, Information Technology Director, Athletic Director, Co-op Coordinator, Facilities Director, and Food Service Director but excluding all other employees of Smith Vocational & Agricultural High School.

ARTICLE I
MANAGEMENT RIGHTS

- 1.01 The Board of Trustees is a public body established under, and with the powers provided by, the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall derogate from the powers and responsibilities of the Board of Trustees under the statutes of the Commonwealth or the rules and regulations of the agencies of the Commonwealth.
- 1.02 Except as otherwise provided in this Agreement, the Board of Trustees, whether acting itself or through its statutory agents as defined in the Education Reform Act of 1993, retains all powers, rights, duties, and authority which it had prior to entering this Agreement. The exercise of said powers, rights, duties, and authority shall not be subject to the Grievance Procedure and/or Arbitration.
- 1.03 Except as expressly provided otherwise by this Agreement or applicable law, the determination and administration of school policy, the operation of the School and the direction of the staff are vested, exclusively, in the Board of Trustees and the Superintendent. The administration and execution of the provisions of this paragraph will be carried out by the Superintendent, or his/her designee, as the chief executive officer of the School.

By way of example but not limitation, Management retains the following rights:

- (1) To manage the School, to maintain order, and to direct the working force, including the right to organize and reorganize the staff (including but not limited to the Administrators), and to plan, direct and control operations;
- (2) To hire, schedule, assign or reassign and change assignments and duties of employees from time to time and to promote, retain, lay-off or relieve employees from duties;
- (3) To determine the curriculum, books, supplies and schedules;
- (4) To establish standards and to maintain the efficiency of employees;
- (5) To establish and require employees to observe School rules and regulations;
- (6) To exercise the right not to renew an Administrator with or without cause during their first three years of service as an Administrator to maintain order and to suspend, demote, discipline and discharge employees
- (7) To determine the mission, budgets and policies;
- (8) To determine the organization of the School, its leadership team and staff, the number of employees, the work functions, and the technology of those performing them;
- (9) To determine the numbers, types and duties of positions or employees;
- (10) To determine the methods, means and personnel by which operations are to be carried out;
- (11) To maintain and improve orderly procedures and the efficiency of operations;
- (12) To determine the equipment and technology to be used;
- (13) To establish qualifications to perform the duties of the position;
- (14) To reorganize the leadership team;

- (15) To establish or modify work schedules consistent with the provisions of this Agreement;
- (16) To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- (17) To enforce rules and regulations for the governance of the School and to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining obligations;
- (18) To determine its internal security practices;
- (19) To determine the care, maintenance and operation of buildings, land, apparatus and other property to be used for School purposes; and
- (20) To allocate monies appropriated by the Board for the operation of School, and to make such transfers of funds within the appropriated budget as it shall deem desirable.

The foregoing enumeration of management rights shall not be deemed to exclude other rights of management, not specifically set forth; the employer, therefore, retaining all rights not specifically restricted by this Agreement. The exercise of any of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Association or Administrators.

Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed-a waiver.

Nothing in this article will prevent the Association from filing a grievance concerning a violation of a specific provision of this Agreement. However, where no specific provision of the Agreement limits its ability to act, Management may exercise its rights under this Article without having such actions being subject to the grievance procedure.

As to any such matter over which the Agreement is silent, the Employer retains the right to make changes but only after prior consultation with the Union, involving notice of an opportunity to bargain, if the Union so requests, to the point of agreement or impasse. This provision is not intended to preclude decisional bargaining where otherwise required by law.

It is understood and agreed by the parties hereto that the Employer does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This Agreement does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's education and ability, regardless of whether the exact duty is listed in any written job description.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained in this agreement shall be deemed or construed to impair or limit the powers and duties of the Employer under the laws of the Commonwealth.

ARTICLE II
SAVINGS CLAUSE

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

ARTICLE III
PROHIBITION AGAINST STRIKES

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

ARTICLE IV
NONDISCRIMINATION CLAUSE

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

ARTICLE V
NEGOTIATION PROCEDURE

- 5.01 During the negotiation, the Board of Trustees and the Northampton Association of School Employees, Unit H will present relevant data, exchange points of views, and make proposals and counter proposals. The Board will make available to the Association for inspection all pertinent public records of Smith Vocational and Agricultural High School. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

- 5.02 The Association acknowledges that during the negotiations that resulted in this Agreement it had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association, for the term of this Agreement, unqualifiedly and voluntarily waives the right and agrees that the Board shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though the subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This Agreement may not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties. Nothing in this Agreement which changes preexisting Board rules and policies shall operate retroactively. This Agreement constitutes the Board of Trustees' policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy. The Board of Trustees shall amend its rules and policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement. Nothing in this Article precludes a mutual change of policy, rules, or regulations, which affects wages, hours, or working conditions. Any such agreement reached subsequent to the execution of this contract will be reduced to writing, signed by both parties, and become an amendment to this Agreement
- 5.03 If any agreement is reached, it will be presented to the Board of Trustees as a joint recommendation of the Superintendent and the Northampton Association of School Employees, Unit H if the matter is one upon which Board action is necessary. If the Board disagrees with such joint recommendation, it will not reject it without further negotiation with the Northampton Association of School Employees, Unit H in a good faith effort to resolve the disagreement.
- 5.04 For the duration of this contract, the Board shall make no change, which affects wages, hours, and other conditions of employment without negotiating such change with the Northampton Association of School Employees, Unit H.
- 5.05 Representatives of the Northampton Association of School Employees, designated in advance to the administration, will be notified of all Board of Trustees meetings at the time such notification is given to the Trustees and will be provided with copies of the agenda. In addition, the Association representatives will receive copies of all materials provided to the Trustees in advance of the meeting, including but not limited to, minutes subject to approval, but excluding confidential material, including, but not limited to materials relating to any executive session. If additional materials are distributed to the Trustees at the open meeting, copies will be provided to the Association as well.

ARTICLE VI
GRIEVANCE PROCEDURE

- 6.01 DEFINITION. A "grievance" is hereby defined to mean an allegation that the express provision(s) of a specific section of this Agreement have been violated. Other disputes between the parties to this Agreement may be filed under this article, but shall not be eligible to proceed beyond Step 2.
- 6.02 TIME LIMITS.
- A. The time limits herein shall consist of calendar days exclusive of legal holidays, Saturdays, and Sundays. The time limits indicated herein shall be considered maximum unless extended by mutual agreement in writing.
- B. The failure to comply with the time limits for filing grievances or requesting arbitration prescribed herein shall constitute a waiver of the grievances and the right to submit said grievances to arbitration, as the case may be. The failure to provide a written response to a grievance at any level shall constitute a denial effective on the last day of the response period specified herein.
- 6.03 PURPOSE.
- A. The purpose of this grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise from time to time in connection with the application, implementation, or interpretation of the express terms of this Agreement.
- B. Any aggrieved Administrator may individually present and adjust his/her grievance through the grievance procedure of this Agreement, excluding arbitration, without intervention by the Association, provided that the Association is afforded the opportunity to be present at all stages of the grievance procedure, and provided further that any adjustment shall not be inconsistent with the express terms and provisions of this Agreement. Any aggrieved Administrator may be represented at all stages of the grievance procedure by the Association.
- 6.04 PROCEDURE. Grievances, except as is otherwise provided for herein, shall be processed in accordance with the following procedure:
- A. PRE-GRIEVANCE. An Administrator with a potential grievance, with or without an Association representative of the Administrator's choosing, may seek out his/her supervisor and attempt to resolve a potential grievance verbally before the fifteen (15) day time for filing at Level One lapses.
- B. LEVEL ONE. An Administrator with a grievance will present it to his/her immediate supervisor in writing either directly or through the Association as soon as practical, but no later than fifteen (15) days of the occurrence which gives rise to the grievance.

The written grievance shall contain the following: (a) the name of the grievant(s) (b) the specific provision or provisions of the Agreement claimed to be violated; (c) a summary of the facts involved; and (d) the relief desired. A grievance which is not presented by an Administrator to his/her immediate supervisor within fifteen (15) days of the date of knowledge of the occurrence which gives rise to the grievance shall be deemed to have been waived.

The immediate supervisor to whom the grievance was presented shall, within fifteen (15) days of receipt of the grievance, meet with the grievant and the grievant's representative to attempt to resolve the problem that gave rise to the grievance, and provide a written response to the grievance within seven (7) days following the date of the meeting.

C. LEVEL TWO. If the grievance is not resolved at Level One, the Administrator or the Association may, within five (5) days of receipt of a written response at Level One, present the grievance in writing to the Superintendent. The grievant shall also include a copy of the grievance presented, and written responses received, in Level One.

The Superintendent, or his/her designee, shall, within fifteen (15) days of receipt of the grievance, meet with the grievant and the grievant's representative to attempt to resolve the problem that gave rise to the grievance, and provide a written response to the grievance within ten (10) days following the date of the meeting.

D. LEVEL THREE. If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) days after submission at Level Two, the grievant or the Association may present the grievance in writing to the Board. The grievant shall also include a copy of the grievances presented, and written responses received, in Levels One and Two.

The Board shall review the written grievance in a scheduled Board meeting as soon as practical, but not later than the second Board meeting scheduled to take place after the Board received the written grievance. The Board shall provide a written response to the grievance within fifteen (15) days after review of the written grievance

E. LEVEL FOUR. If the grievance is not resolved to the satisfaction of the grievant or the Association after submission to Level Three, the Association may, within ten (10) days, submit the grievance to the American Arbitration Association for binding arbitration in accordance with the AAA's then current rules for Labor Arbitrations. The decision of the arbitrator shall be final and binding on both parties.

6.05 ARBITRATOR/ARBITRATION.

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

- B. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement, and he/she shall not have any authority to establish wages or other compensation, nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement
- C. Any matter alleging a breach of law including but not limited to matters related to an accommodation of an employee in accordance with the Americans with Disabilities Act shall not be subject to the arbitration procedure herein without a separate signed agreement of the parties agreeing to submit same to arbitration. It is understood that the same matter may not be submitted both to administrative resolution and arbitration.
- D. Grievances that do not fall within the strict definition of grievance may be processed through Step Two of this procedure but are not eligible for Step Three or arbitration.
- E. The arbitrator's decision shall be final and binding upon the parties.
- F. The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Board and the Association.

6.06 GENERAL PROVISIONS.

- A. Any grievance in course under such procedure shall be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in the procedure. In certain circumstances, the time limits herein above specified for the bringing and processing of a grievance may be extended by mutual written agreement to a date certain. No grievance will be held in abeyance except by mutual written agreement to a date certain.
- B. Each party shall have the right at any level of this grievance procedure to be represented by a representative of its own choosing.
- C. The Board and the Superintendent will cooperate with the Association in its investigation of any grievance, to the extent permitted by state law and will furnish the Association with such relevant information as is reasonably requested for the processing of any grievance.
- D. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE VII
ADMINISTRATIVE EMPLOYMENT

- 7.01 All Administrators, while in the service of Smith Vocational and Agricultural High School, shall affirm and accept their responsibility to practice their profession according to the highest ethical standards. They shall recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, 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.
- 7.02 APPLICATION FOR ADMINISTRATIVE EMPLOYMENT. Application for administrative positions shall be on the basis of professional and legal certification and qualifications where applicable. All letters of application shall be directed to and acknowledged by the Superintendent (Chapter 71, Section 39 General Laws shall apply where applicable.)
- 7.03 CERTIFICATION. General Laws of the Commonwealth of Massachusetts Chapter 71, Section 380 and Special Acts of 1973, Chapter 847, Section 8 shall apply where applicable.
- 7.04 AT WILL EMPLOYMENT; NON-RENEWAL AND TERMINATION. Except as otherwise required by applicable law, employees are considered to be employees at will.

During the first three years of service in Unit H, the IT Director, the Food Service Director, and the Facilities Director are considered to be on probation and may be non-renewed or terminated with or without cause at the discretion of the Superintendent

The following administrators (Assistant Principal, Vocational Director, Curriculum Director, Co-op Coordinator, and Athletic Director) may be non-renewed during their first three years of service at the discretion of the Principal by giving sixty (60) days written notice consistent with applicable law.

No Administrator who has both completed three or more years of continuous service, and has been reappointed and commenced his/her fourth year of service shall be reprimanded, disciplined, discharged or denied any professional advantage without just cause.

ARTICLE VIII
EVALUATION OF ADMINISTRATORS

The parties have appointed a subcommittee to review this issue and to make recommendations to the parties. After receiving the report of the subcommittee, the parties agree to discuss this and to work on coming to agreement on language that could be incorporated into this agreement. It is anticipated that the Administrators will be evaluated annually, with the IT Director, Food Service Director and Facilities Director process very simple. Some additional protocols may be included for the other Administrators.

ARTICLE IX
DUTIES AND RESPONSIBILITIES OF UNIT H PERSONNEL

9.01 While final decisions concerning duties and responsibilities of Administrators are reserved exclusively to the Superintendent and/or Principal, it is understood that Administrators will attend regular Board of Trustees meetings if an item on the Board of Trustees' agenda concerns his/her duties specifically or if his/her presence is requested by the Superintendent.

9.02 **WORK DAY.** The Work Day for Administrators covered by this Agreement shall normally consist of eight (8) hours inclusive of lunch (30 minutes) during student contact days and professional development days. Administrators will be available, as needed, beyond the eight (8) hour workday to address programmatic or student issues and/or emergencies as determined by the Superintendent or designee. In recognition of the fact that the work day on student contact days can be often longer than the eight (8) hours, the normal work day for administrators on non-student contact days shall be seven (7) hours inclusive of lunch (30 minutes).

There is no compensatory time for Unit H if they work beyond their workday or work year. However at the discretion of the Superintendent or designee. Administrators may be dismissed prior to the regular dismissal time on early dismissal days for students and teachers or excused from work for good cause shown. The Superintendent also has the discretion to permit time off, as he deems appropriate.

9.03 **WORK YEAR.** The Work Year shall consist of two hundred ten (210) days for the Assistant Principal, Curriculum Director, Vocational Education Director, the Athletic Director/Co-op Coordinator; (215) days for the Information Technology Director, and one hundred ninety (190) days for the Food Service Director. The Facilities Director will be a 12-month position.

Administrators will work the one hundred and eighty (180) student contact days, and three (3) professional development days including open house. With written approval of the immediate supervisor and the Superintendent, limited exceptions may be made to take a non-working day during this period for good reason in the opinion of the Superintendent. Any requests for such an exception shall be made as far in advance as possible and with at least with such advance notice as the Superintendent deems reasonable under the circumstances. The Superintendent will determine with input from the Administrators which days Administrators will work in addition to the above mentioned student contract days and professional development days.

9.04 **ABSENCES.** It shall be the duty of the administrator in time of sickness to notify his/her immediate supervisor as early as possible that he/she will be unable to attend to his/her duties, so that appropriate arrangements can be made as deemed necessary by the Superintendent or designee.

9.05 The contract shall be posted on the official SVAHS website.

ARTICLE X
PROFESSIONAL IMPROVEMENT

10.01 CONVENTION POLICY. It is agreed that administrators should attend as many professional conferences as possible to maintain awareness of current trends in education and promote professional growth. Administrators will be reimbursed for the reasonable expenses (including lodging, fees, meals, and transportation) incurred by them when they attend workshops, seminars, conferences, or other professional improvement sessions at the request of and/or with the advance written approval of the Superintendent and subject to the policies of the School and City and such documentation as the Business Manager and the City shall require (see Article 15.01).

ARTICLE XI
TEMPORARY LEAVES OF ABSENCE

11.01 SICK LEAVE

- A. Full-time administrators shall receive an annual allotment of 15 days of sick leave per work year. Unused sick leave days will accumulate without limit. Administrators will be credited in advance with the full year's sick leave entitlement on the first day of the contract year, provided they are present for and work the first day of the work year that they are scheduled to work. This amount will be prorated for administrators who begin employment at mid-year or who may be absent due to unpaid leave, or who work on a part-time basis.

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

- B. Absence from work due to illness of the employee will be charged against that employee's accumulated sick time, if any
- C. Any administrator whose personal illness extends beyond the period compensated by Section A above may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness, subject to the maximum limits in Article XII, including but not limited to the extended leave provisions of Section D.
- D. The Superintendent or Board of Trustees will be furnished with a medical certificate in the case of extended or patterned absence, unusual circumstances or upon request.
- E. Employees covered by this Agreement may participate in the established Sick Leave Bank in effect for Smith School employees. It is understood that the decisions of the Sick Leave Bank Committee are not subject to the grievance and

arbitration provisions of this Agreement All paid leave provided under this Article must be utilized prior to applying for the Sick Leave Bank.

F. An administrator may use up to five (5) days of his/her accumulated sick leave for the illness of a member of the administrator's immediate family. This shall not be construed to mean a continuing absence, but rather an emergency type of situation.

G. QUARANTINE/ISOLATION LEAVE

1. If an administrator is directed by the Superintendent or by his/her physician to be absent from work due to the possibility that he/she, although not sick, may have been exposed to a contagious disease, he/she shall be placed on paid administrative leave. This is subject to the following requirements:
 - a. If it is a physician's order, then the physician must provide a detailed written certification as to the reasons for the absence, length of absence, need for treatment and other pertinent information.
 - b. The employee must follow any directive issued for appropriate care during the absence.
 - c. The employee must provide a physician's certification of fitness to work.
2. If the administrator does not meet any one of the above conditions, then the administrator shall not be on paid administrative leave, but rather shall have such absences deducted from his/her sick leave.

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

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

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

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

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

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

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

The Superintendent in his sole discretion may make exceptions to the provisions herein.

- 11.03 PERSONAL LEAVE. Up to three (3) days of personal leave will be allowed per year for each full-time administrator, without need for explanation of reasons. These days may not be taken on a day preceding or following a vacation or holiday. Exceptions to the latter limitation may be approved by the Superintendent, at his/her discretion, for extenuating and documented circumstances. Such requests will be filed directly with the Superintendent

Any unused personal days in any contract year will be carried over to the following contract year, up to a maximum of six (6) in any contract year.

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

An administrator will give written notice of a personal day to his or her immediate supervisor using the request forms at least forty-eight (48) hours before the personal day is taken except in case of an emergency, when notification (and, if necessary, approval) may be made by telephone to be followed by written notice.

ARTICLE XII SPECIAL LEAVE

- 12.01 All administrators returning from leaves of absences granted in this article shall, upon request, be restored to the position they held at the time the leave was granted, provided such position is still in existence. In extenuating circumstances, as determined in the sole discretion of the Superintendent, an administrator who returns from leave may be placed in a different position provided he/she is not reduced in rate of compensation.

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

- A. MATERNITY/ADOPTIVE/PARENTAL LEAVE. Will be as provided by M.G.L. Chapter 151B, Section 4 (I) and Chapter 149, Section 105D or by the Family Medical Leave Act of 1993, as amended from time to time.

1. In addition to the leave to which an administrator is entitled as outlined above, the administrator may request unpaid leave outlined below:

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

B. **SABBATICAL LEAVE FOR STUDY OR TRAVEL.** An administrator who has served seven (7) years at Smith Vocational and Agricultural High School may, upon the recommendation of the Superintendent and with the approval of the Board, be granted leave of absence for study or travel upon the following conditions:

1. Not more than one member of the administrative staff shall be sent 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 no later than December 31 of the year preceding the school year in which the sabbatical leave is requested.
3. Administrators on sabbatical leave will be paid at 3/4 of the annual salary rate; provided that such pay when added to any program grant shall not exceed the administrator's full annual salary rate.
4. The administrator must file with the Board a written agreement to remain in the service of the Board for one full year in the event of a half year's leave or two full years in the event of a full year's leave. If an administrator resigns within the year of the two-year

period following the sabbatical, the administrator will refund to the City the sum of money proportionate to the unfulfilled period of time agreed to above.

5. Administrators granted sabbatical leaves of absence are required to report twice each semester to the Superintendent. This report must indicate the extent of the study of school systems either at home or abroad in case of sabbatical leave for travel, or the nature of the courses taken at a university and the application of these to the work of the individual concerned in the case of sabbatical leave of absence for study. If reports are unsatisfactory, the leave may be terminated by the Board at any time upon the recommendation of the Superintendent.
 6. In the case the number of applications shall exceed one; selections shall be made in accordance with the following principles:
 - a. The needs of the school system.
 - b. The length of service preference to be given to those longest in the service.
 - c. Nature of service, provision being made that the benefits of such leave of absence shall be distributed as fairly as possible.
 7. Regular annual increments shall be given for the time of leave, the same as for service in the school.
 8. An administrator may not be granted a second sabbatical leave of absence until seven (7) years after the date of return of the first leave.
- C. TEMPORARY LEAVE OF ABSENCE. Military leave will be granted according to the provisions of Chapter 33, Section 59 of the General Law of the Commonwealth of Massachusetts.
- D. EXTENDED LEAVE OF ABSENCE.
1. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the administrator's immediate family. Additional leave may be granted at the discretion of the Board of Trustees.
 2. After five (5) years' continuous employment at Smith Vocational and Agricultural High School, an administrator may be granted a leave of absence, without pay, for up to one (1) year for health

reasons. Requests for such leave will be supported by appropriate medical evidence.

3. Other leave of absence without pay may be granted by the Board of Trustees.
4. Employees will not suffer loss of pay, sick leave, or personal days for subpoenaed court appearance arising out of employment at the School.

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

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

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

12.02 The parties hereby agree to incorporate by reference the City of Northampton's policy on Family and Medical Leave, on file in Human Resources, established pursuant to the Federal Family and Medical Leave Act, with the understanding that any benefit which may be established pursuant to this Agreement which is in addition to that available under the Family and Medical Leave Act as amended from time to time (for example, short term family sick leave, leave for less than full time employees, or eligibility for sick leave bank coverage) will not be limited by this policy.

Leaves taken under this Agreement for reasons covered by any state or federal law, including but not limited to the FMLA, will be considered statutory (FMLA, SNLA, etc. as the case may be) leave as well as leave under this Agreement and leave under any other applicable state and federal law as amended from time to time, and will run concurrently with and be deducted from the employee's statutory leave entitlement.

ARTICLE XIII
WORKERS' COMPENSATION

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

ARTICLE XIV
INSURANCE, ANNUITY PLAN AND CREDIT UNION

14.01 Eligible Administrators may participate in the following plan subject to the same eligibility requirements, contribution rates, and other terms and conditions as provided to all other eligible School employees as amended from time to time:

- Health
- Life
- AD&D
- Dental Plan
- Flexible Spending Account
- Annuity Plan
- Accident Plan
- Short-term Disability
- Long-term disability insurance

14.02 ANNUITY PLAN. Administrators will be eligible to participate in a "tax-sheltered" annuity plan established pursuant to the United States Public Law No. 87-370.

14.03 DIRECT DEPOSIT. All payments of payroll related items to any Administrator will be made by direct deposit to a bank account of the Administrator's choosing. All Administrators shall provide the information necessary to make such direct deposit to the Human Resources upon hire.

ARTICLE XV
TRAVEL EXPENSES AND REIMBURSEMENT

15.01 Subject to City limits and rules as amended from time to time: Administrators assigned any travel representing the School will be reimbursed at the rate authorized for City travel (if he or she is using their own vehicle) plus the cost of tolls and meals, If not using their own vehicle (traveling by some commercial means of transportation), traveling expenses shall be reimbursed. Administrators must provide detailed receipts. Administrators will not be reimbursed for gratuities, sales tax and alcohol. All requests for reimbursement for travel expenses will be submitted within thirty (30) days of travel.

ARTICLE XVI
INITIAL PLACEMENT ON SALARY SCHEDULE

16.01 The Superintendent has the final authority for setting the initial salary placement of an Administrator, giving due consideration to qualifications, experience and needs of the School.

ARTICLE XVII
SALARY SCHEDULE

17.01 SALARY.

An Administrator must complete a minimum of one-half his/her contracted days in the previous year to advance on step. Administrators will be paid their salary in twenty-six (26) equal payments.

Unit H Group A		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
FY21 7/1/20	2.50%	\$85,313	\$87,446	\$89,579	\$91,711	\$94,004	\$95,977
FY22 7/1/21	2.50%	\$87,446	\$89,632	\$91,818	\$94,004	\$96,354	\$98,376
FY23 7/1/22	2.25%	\$89,413	\$91,649	\$93,884	\$96,119	\$98,522	\$100,590

Unit H Group B		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
FY21 7/1/20	2.50%	\$76,782	\$78,915	\$81,047	\$83,180	\$85,313	\$87,445
FY22 7/1/21	2.50%	\$78,701	\$80,888	\$83,073	\$85,259	\$87,446	\$89,631
FY23 7/1/22	2.25%	\$80,472	\$82,708	\$84,942	\$87,178	\$89,413	\$91,648

Unit H Group C		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
FY21 7/1/20	2.50%	\$41,590	\$43,722	\$45,855	\$47,988	\$50,121	\$52,255
FY22 7/1/21	2.50%	\$42,630	\$44,815	\$47,002	\$49,188	\$51,375	\$53,561
FY23 7/1/22	2.25%	\$43,589	\$45,824	\$48,059	\$50,295	\$52,530	\$54,766

GROUP A INCLUDES ASSISTANT PRINCIPAL, VOCATIONAL DIRECTOR, AND CURRICULUM DIRECTOR

GROUP B INCLUDES ATHLETIC DIRECTOR/COOP COORDINATOR, AND I.T. DIRECTOR

GROUP C INCLUDES THE FOOD SERVICES DIRECTOR.

Note: THE CURRENT FACILITIES DIRECTOR is paid according to the following scale:

Y1	Y2	Y3
\$88,394	\$90,604	\$92,642

Base wages shall be increased as follows:

Effective July 1, 2020:	2.5%
Effective July 1, 2021:	2.5%
Effective July 1, 2022:	2.25%

ARTICLE XVIII
LONGEVITY

Eligible Administrators will receive an annual longevity payment according to the following length of continuous service to the School. The anniversary of an administrator's date of hire must occur prior to October 1st of the calendar 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 administrators.

After 5 years of service: \$750
After 10 years of service: \$1,500
After 15 years of service: \$2,000

ARTICLE XIX
RETIREMENT CREDIT AND DEATH BENEFIT

- 19.01 An administrator meeting the following requirements will be entitled to receive the sum of \$60.00 per day for up to one hundred and fifty (150) days of unused accumulated sick leave.
- A. The administrator must be retiring with ten (10) or more years of service with the Smith Vocational School.
 - B. The administrator must have at least one hundred (100) days of unused accumulated sick days.
 - C. An Administrator intending to retire will give irrevocable notice of his/her intent to retire on or before January 14th of the year preceding retirement. This notice may only be revoked with the permission of the Board of Trustees.
- 19.02 Death Benefit. In the case of the death of an Administrator, his/her estate shall receive an amount of money computed in the same manner as 19.01 above.

ARTICLE XX
PROFESSIONAL DEVELOPMENT

- 20.01 The Superintendent will recommend that the Board of Trustees provide in its budget at least \$2,500 for tuition reimbursement in total for this bargaining unit for courses taken as part of an individual program of staff development. The courses must have prior written approval of the Superintendent on the "Request or Approval" form in accordance with the following guidelines.
- A. Tuition reimbursement for courses taken in satisfaction of requirements for a program leading to an academic degree or certificate of advanced

study will be approved provided that they are consistent with a pre-approved plan of study on file in the Superintendent's office.

- B. Tuition reimbursement for other pre-approved courses or workshops (including Chapter 74 Professional Development) will be authorized by the Superintendent if they are directly related to individual, school, or district professional improvement plans.
- C. Requests for approval of courses should be submitted prior to the beginning of that term, but no later than the end of the registration period.
- D. Tuition and fees will be reimbursed to a maximum of 75% of the Westfield State rate currently in effect. Payments will be made upon receipt of official transcripts from the college or university and proof of expenditures (receipted bill, cancelled check).
- E. Requests for tuition reimbursement will be approved by the Superintendent on a first come first serve basis to a maximum total expenditure of such amount as the Board may have budgeted for such year for this unit

From July 1st through June 1st an administrator may be reimbursed for the tuition and fees for one course. If an administrator elects to take an additional course, a request for reimbursement for tuition only for that course must be submitted, pursuant to the existing procedures, by June 1st. After June 1st, the Business Manager will divide any remaining professional development monies in the fund for that fiscal year equally among all administrators who have applied for and received approval for reimbursement for a second course. In no case will the reimbursement in the second round be more than the cost of the course.

ARTICLEXXI DRUG/ALCOHOL FREE WORKPLACE

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

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

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

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

ARTICLE XXII
CRIMINAL OFFENDER RECORD INFORMATION (CORI) CHECKS

- 22.01 The parties agree that, pursuant to M.G.L. c. 71, §38R, Criminal Offender Record Information (CORI) checks will be conducted every three (3) years for employees covered by this Agreement an individual's record may be checked on a more frequent basis, with reasonable cause.
- A. The Superintendent, the principal or a designee of him/her will be the only persons authorized to request CORI checks.
 - B. A copy of an individual's CORI report will be available to the employee upon request. If the CORI request shows an activity, a copy will be immediately forwarded to the employee.
 - C. All CORI reports will be maintained in the Superintendent's office, in separate confidential files.
 - D. Any disciplinary action taken as a result of CORI checks will be in accordance with the terms of this Agreement and/or applicable state law.
- 22.02 Administrators are required to be fingerprinted upon hire. The Superintendent may require other information and tests as he/she deems necessary or appropriate for the protection of students, staff and/or the public or as may be required by law from time to time.

ARTICLE XXIII
DURATION

- 23.01 This Agreement will be effective July 1, 2020, and will continue to remain in full force and effect to and including June 30, 2023 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, 2023, this contract may be extended by mutual agreement.
- 23.02 Following the formal re-opening of negotiations for such a successor agreement, if the Trustees and the Association shall have failed to reach agreement, either party shall have the right to petition the State Division of Labor Relations to initiate mediation and fact finding proceedings in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.

ARTICLE XXIV
DUES DEDUCTION/ AGENCY SERVICE FEE

- 24.01 DUES DEDUCTION. The Board hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws and, in accordance therewith, shall certify to the Treasurer of Northampton all payroll deductions for the payment of dues to the Northampton Association of School Employees duly authorized by employees covered by 'this contract. The Northampton Association of School Employees shall provide the Business Manager with written notification of the amount to be deducted from each employee's paycheck no later than August 15th.
- 24.02 AGENCY SERVICE FEE. The Board of Trustees and their agents, in accordance with the provisions of M.G.L. Chapter 150E, Section 12, shall require as a condition of employment for each administrator who is not a member of the Northampton Association of School Employees/MTA/NEA, the payment of an agency service fee. Said payment to be effective on or after the 30th day following the effective date of this Agreement or on or after the 30th day of initial employment, whichever is later.

The amount of the service fee shall be equal to the cost of collective bargaining and contract administration as certified by the Northampton Association of School Employees/MT A/NEA. Administrators may have access to payroll deductions for the purpose of paying the agency service fee. The Northampton Association of School Employees/MT A/NEA shall be responsible for notifying the Business Office of the amount to be deducted prior to the issuance of the first paycheck. No demand for payment of the agency service fee will be made until the Association has completed an audit.

- 24.03 In the event that an employee fails or refuses to pay the agency service fee, the Association shall take appropriate legal action to collect the fee. Any judgment against such an employee by a forum of competent jurisdiction as a result of such action shall include payment of the Association's costs and reasonable attorneys' fees.
- 24.04 The Association shall indemnify the Board of Trustees and its agents against any and all claims, demands, suits, damages, legal fees, or any other form of liability that may arise by reason of the Board's compliance with the Agency Service Fee provisions of this Agreement.

ARTICLE XXV
REDUCTION IN FORCE

25.01 A. The Board reserves the right to determine when, if and how a reduction in force may be appropriate from time to time and whether the reduction shall take place by means of reorganization, lay-off, attrition, or other methods. When the board has determined in its discretion that lay-offs are appropriate, the provisions of this article will apply.

B. Definitions:

1. Reduction in force: reducing the number of Administrators in this Unit or reducing the number of Administrators in a Competitive Group or Category of this Unit.
2. Each position in Unit H constitutes each own Competitive Group or Category;
Category 1: Assistant Principal - a separate competitive level
Category 2: Curriculum Director - a separate competitive level
Category 3: Vocational Director - a separate competitive level
Category 4: IT Director- a separate competitive level
Category 5: Facilities Director - a separate competitive level
Category 6: Athletic Director - a separate competitive level
Category 7: Co-op Coordinator - a separate competitive level
Category 8: Food Services Director- a separate competitive level

NOTE: The District reserves the right to change the category in which a position appears whenever there has been a significant change in job duties, qualifications, or size of school.

- 25.02 Seniority: Total years of service based on the Administrator's continuous service from date of appointment as an Administrator at Smith Vocational and Agricultural High School.
- 25.03 Procedure: When the Superintendent determines that it is necessary to reduce the number of Administrators in a Competitive Group or Category Superintendent will consider the ability, qualifications, certification, performance and needs of the School.

When, these factors are equal as determined by the Superintendent, length of continuous service in administration at the School will be considered in determining which Administrator in the Competitive Group will be laid-off.

25.04 Placement: There will be no right to "bump" within Unit H.

In the event of the elimination of a position in this Unit, the Administrator will have re-entry rights into Unit D based on total seniority with Unit D as of the date of appointment into this Unit provided that the Administrator is certified at the time he/she is being considered for re-entry into Unit D or is certifiable by August 1, subject to section 21.13 of the Unit D Collective Bargaining Agreement as modified from time to time.

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

- A. During the recall period, Administrators shall be notified by registered mail, return receipt requested, addressed to their last address of record, and given preference for positions for which they are qualified, in the inverse order of their respective layoff.
- B. Administrators so notified shall have ten (10) calendar days [twenty (20) from July 1 through August 15 from the date the Superintendent places on the registered receipt to respond, in writing, to claim the position.
- C. The Superintendent shall not be responsible for the failure of the postal service to deliver Letters of notification or for the failure of the postal service to deliver letters of reply within specified time limits.

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

25.07 Administrators on layoff may continue their group life and health insurance coverage during the recall period by reimbursing the School System for the total premium costs. Failure to forward premium payments to the District in accord with a mutually agreed upon schedule or the refusal to return to employment upon recall will terminate this option.

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

ARTICLE XXVI
COMMUNICATION ALLOWANCE

Management will provide a monthly allowance of thirty (\$30.00) dollars, as part of taxable compensation, to Administrators in the following positions: (1) Information Technology Director; (2) Facilities Director; and (3) Athletic Director/ Co-op Coordinator.

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

BOARD OF TRUSTEES
SMITH VOCATIONAL AND
AGRICULTURAL HIGH SCHOOL

Michael T. Furlong
Ms M FitzGerald
John A. Cotton

NORTHAMPTON ASSOCIATION
OF SCHOOL EMPLOYEES, UNIT H

Sadie Cola, NASE President
Marian L. Chastain
Jeff M. Jones

Date: 2/12/20