

**COLLECTIVE BARGAINING AGREEMENT**

between

**EASTHAMPTON SCHOOL COMMITTEE**

and

**EASTHAMPTON EDUCATION ASSOCIATION**

**JULY 1, 2017 - JUNE 30, 2020**

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Article 1  
COLLECTIVE BARGAINING AGREEMENT, RECOGNITION  
AND DEFINITIONS

A. Collective Bargaining Agreement

1. This agreement is made between the Easthampton School Committee and the non-supervisory professional personnel of the Easthampton School System, represented by the Easthampton Education Association, in accordance with the appropriate provisions of Chapter 150 of the General Laws of Massachusetts, as amended.
2. Nothing in the Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the School Committee or their agents by statute or any rule or regulation of any agency of the Commonwealth. For every matter not specifically mentioned or provided for in this Agreement, the Committee or their agents retains all the powers, rights, and duties that it has by law.

B. Association Recognition

1. The Easthampton School Committee recognizes the Easthampton Education Association (an affiliate of the Massachusetts Educators Association - National Education Association) as the sole bargaining agent for the teaching staff of the Easthampton Public Schools consisting of all classroom educators, special needs educators, librarians, adjustment counselors, guidance counselors, school psychologists, social workers, school district nurse, curriculum coordinators, instructional media specialists, coaches, faculty managers of athletics, and extra-curricular activity advisors, but excluding all confidential, managerial and all other employees of the Easthampton Public Schools for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

C. Definitions

1. The term "Committee" shall mean the Easthampton School Committee.
2. The term "Parties" shall mean the Easthampton School Committee and the Easthampton Education Association/Massachusetts Educators Association/National Education Association as signatories to this Agreement.
3. The term "school" shall mean any work location or functional division maintained by the Easthampton School Committee.

4. The term "educator" and the term "person" shall mean a person employed by the Easthampton School Committee in any position covered by the recognition clause of this Agreement.
5. The term "Association Representative" shall mean any duly authorized designee of the Easthampton Education Association.

The parties hereto agree as follows:

Article 2  
WORKING CONDITIONS

A. Assignments

1. The Superintendent of Schools shall assign all professional educational personnel to specific positions within the school system. He/she shall indicate in such assignment the school to which the educator will be assigned, the grade and/or subject area that the educator will teach, and any special or unusual classes or assignments the educators will have.
2. Educators will be notified of their assignments not later than the end of the preceding school year, provided that in the event of a change in circumstances or conditions during July and August, such assignments may be changed as required to meet the situation. A determination by the Superintendent of Schools that a change in assignment is necessary shall be conclusive. Educators will be notified of a change in assignment as soon as practicable.
3. In order to assure that pupils are taught by educators working within their areas of competence, educators shall not be assigned to subjects and/or grades or other classes outside the scope of their major or minor fields of study except to the extent that the Superintendent deems such assignment necessary or desirable.
4. No secondary school educator shall, without his/her agreement, be required, in any one (1) semester, to teach in more than two (2) subject areas. Exceptions to this provision may be made only when necessary to do so in the best interest of the educational system and at the discretion of the Superintendent of Schools.
5. Professional educational personnel desiring reassignment shall make the request, in writing, to the Superintendent of Schools through the Building Principal or through the Associate Superintendent if applicable. Such requests shall be in writing and shall be made before May first (1<sup>st</sup>) for the ensuing school year.

6. To the extent possible, changes in assignments will be voluntary. Involuntary changes may be made if the Superintendent of Schools determines that it is necessary to do so in the best interest of the students or of the educators of the schools involved. Such involuntary assignment will be initiated only after a meeting is held between the educator involved and the Superintendent or his/her designee. At this time, the educator will be notified of the reasons for the transfer. A determination by the Superintendent of Schools that a change in assignment is necessary shall be conclusive.

B. Duty-Free Lunch

1. Educators shall have duty-free lunch during that block of time when pupils in the building to which they are assigned have their lunch. Such duty free lunch shall not be less than the period of time granted students in a particular building for lunch. Educators will supervise their students while passing to and from the lunch room.
2. The duty free lunch period for professional educational personnel serving in a One Session School or a Two Session School shall be assigned by the appropriate principal or director. In no case shall a educator in a One Session school be assigned less than a twenty (20) minute duty free lunch period for each full day that school is in session, nor shall a educator in a Two Session School be assigned a duty free lunch period less than the time equivalent to the length of the pupil lunch period for such Two Session School.
3. Specialists not assigned to a particular building shall have a duty free lunch of at least thirty (30) minutes.

C. Employment Period

1. All members of the bargaining unit shall be employed by the Committee for an employment period beginning no sooner than the day before the last Tuesday in August provided that the last Friday in August is a non-working day, and ending on the June 30th next following and in accordance with the terms of this Agreement.
2. A educator serves at the discretion of the Committee and enjoys the statutory benefits applicable to that status if, as, and when he or she meets the requirements of Chapter 71, Section 41, of the General Laws of Massachusetts and no prior administrative interpretation of this section of the General Laws shall constitute a precedent for a contrary result.
3. All days between the employment dates except Saturdays, Sundays, and legal holidays are considered to be part of the time which has been contracted to the School Committee and service on such days may be

required by school officials up to a total of one hundred eighty-five (185) full working days plus five (5) days in addition to be assigned and available for the purpose of making up days lost in whole or in part due to cancellation of school occasioned by snowstorm, or other emergency. To the extent the full five (5) days so assigned may not be needed for making up lost time, service shall not be required. Two (2) of the four (4) half-day professional development days shall be devoted to educator-directed activities that will occur on school grounds.

4. Notwithstanding the provisions of the foregoing paragraph, Saturday service may be required if mandated by the State Department of Elementary and Secondary Education or similar or higher State authority having jurisdiction in which event such service shall be credited to the days contracted for in the foregoing paragraph.
5. When service is required beyond one hundred eighty-five (185) days described in paragraph 3, it shall be by individual request to and consent of the staff member. Such service, when so requested, and rendered shall be compensated at the staff member's regular daily salary rate. The term "regular daily salary rate" for purposes of this paragraph shall mean one/one hundred eighty-fifth (1/185<sup>th</sup>) of the individual educator's annual salary.
  - (a) The above notwithstanding, the Association and the Committee, recognizing the importance of professional development activities, also recognize the need to maintain the continuity of instruction for students. As a result, educators who voluntarily attend, at the request of the District, full-day professional development activities and/or training on days beyond the educator's contractual work year (e.g., Saturday; December, February and April school vacations; summer) will be compensated at the hourly rate of \$29.00. Effective retroactively to July 1, 2012 compensation will be \$29.29/hour and will increase to \$29.44/hour effective January 1, 2013.
6. Special Education Coordinators may be required to work up to six (6) additional days per year as determined by the Special Education Director, and Guidance Counselors and School Psychologists may be required to work up to ten (10) additional days per year as determined by the Principal. Said employees will be compensated at their regular daily salary rate, as defined above, for all additional days worked.
7. In the event of early dismissal of personnel before a full half-day of service occasioned by storm, power, or other utility failure, fire, explosives, or threat of fire or explosives, strike, lockout, civil disorder, war, act of God, or like occasions beyond the Committee's control, personnel so dismissed

shall be credited with one-half (1/2) day of service against the full days of service contracted for.

D. Hours of Service

1. For the purpose of this Agreement, a “One Session School” is a school which pupils attend for one (1) continuous period of time, with or without any lunch period, from the beginning of the school day to the final dismissal for the day.
2. A “Two Session School” is a school which pupils attend for two (2) separate periods of time in the same day, usually morning and afternoon, with an intervening time when school is dismissed, usually the lunch hour.
3. A “Double Session School” is a school utilized by two (2) separate and distinct groups of students each of which attend for one (1) continuous period of time from the beginning of such group’s school day to final dismissal for that group for the day.
4. The starting and dismissal times for students shall be as determined from time to time by the School Committee between the hours of 7:15 AM and 5:00 PM but the hours so assigned shall not increase the educators’ hours of service beyond those set forth by this Agreement.
5. Professional educational personnel serving in a One Session School or a Two Session School shall be in their rooms or performing required duties as established by the administration at least fifteen (15) minutes before the beginning of school and they shall remain in their rooms or perform required duties as established by the administration at least fifteen (15) minutes following the close of school except that professional educational personnel on supervisory duty before or after school shall be required to be present at such time as established for this duty by the Building Principal.
6. Except as otherwise provided in this Agreement, service shall not exceed six and three-quarters (6 <sup>3</sup>/<sub>4</sub>) hours per day. Effective July 1, 2018, the hours of service shall increase to six (6) hours and fifty (50) minutes. Joint Labor Management Committees (JLMC) shall be formed at each level (i.e., elementary, middle school, and high school) to review how the scheduling and use of the additional five (5) minutes shall be implemented. The JLMC shall provide their recommendation to the Superintendent.
7. Professional educational personnel serving in a Double Session School shall be assigned daily hours of service of not more than seven (7) hours which shall be consecutive and which shall include a duty free lunch period of at least twenty (20) minutes at a time to be established by the

Building Principal. No educator in a Double Session School will be assigned for more than seven (7) regularly scheduled full class periods except with the consent of such educator.

8. Except for the provisions of paragraph H, no service shall be required to begin in a Double Session School earlier than fifteen (15) minutes before the official start of the earliest home room period for pupils each day and no service shall be required ending later than fifteen (15) minutes after the official termination of the last class period for the day.
9. The personnel in a Double Session School may voluntarily accept assignment where their daily hours are not served in one (1) continuous period of time but no such assignment shall be required over the educator's objection.
10. Special professional educational service personnel serving more than one (1) school shall be assigned in one (1) continuous period of time in each regular work day not in excess of seven (7) hours which period shall include a duty free lunch period of at least twenty (20) minutes at a time assigned by the responsible administrator.

E. Student Educators/Interns

1. The professional opportunity to supervise one (1) or more student educators/interns may be offered to educators or requested by educators from time to time. When offered, participation shall be voluntary. The determination of which volunteers may be selected to participate shall be the sole prerogative of the Superintendent. The terms in which a educator may participate, including compensation if any, shall be set forth in each invitation for volunteers.

F. Preparation Periods

1. Classroom educators, special subject educators and educators in the special school of instruction category in grades K-8 shall be scheduled so that they have a guaranteed duty-free period of at least thirty (30) continuous minutes per day and a minimum of four hundred (400) minutes every two (2) weeks of guaranteed duty-free time to be used for preparation. On weeks of less than five (5) school days, regularly scheduled preparation time shall be maintained. Such preparation time will be scheduled by the Principal of the building to which the educators are assigned in accordance with the individual school schedule for such building and for the program of instruction in that building.

If an educator is required to attend a BST or TEAM meeting during the guaranteed preparation time of four hundred (400) minutes, the educator will be reimbursed at the prorated rate of \$29.00 per hour. Effective

retroactively to July 1, 2012, the rate will be \$29.29/hour and will increase to \$29.44/hour effective January 1, 2013.

2. It shall not be the policy of the Easthampton School Committee to require educators to use their preparation time to substitute for other educators. Every reasonable effort will be taken to provide substitutes when an educator is to be absent in excess of three (3) pupil contact periods in one (1) day. In situations where substitutes are necessary but are not available or where substitutes are necessary for an educator who is to be absent for three (3) or less pupil contact periods in one (1) day, the Principal may assign an educator to use his preparation period for substituting. Such requests shall be distributed equitably among all the educators in each school during the school year.

G. High School

1. The current instructional schedule at Easthampton High School consists of four (4) daily eighty-four (84) minute "long blocks;" educators presently are assigned to instructional duties for three (3) of said blocks, with the remaining block devoted to educator preparation, less twelve (12) minutes of required duty. Educators also receive a duty free lunch of at least twenty (20) minutes. A "long block" course may be either nine or eighteen weeks in duration; but in no case is an educator assigned to teach more than three (3) courses at any one time.
2. The parties to this Agreement agree that before any change in the above instructional schedule is implemented, the following process shall have been followed and completed:
  - a. A proposed change may be initiated by an educator or a group of educators or by the principal or the superintendent;
  - b. The initiator(s) of the change will describe the nature of the change and the rationale for said change and provide data supporting the requested change;
  - c. Administration and faculty will meet to discuss the proposed change;
  - d. All decisions will be made by collaborative consensus; collaborative consensus shall be defined as a majority of 75% of staff and administration, voting by secret ballot, to accept the proposed change;
  - e. All parties must agree whether the process will continue, and if further research is necessary. At this time, appropriate timelines will be established.

- f. All contractual and statutory rights and obligations must have been satisfied.

#### H. Remaining Beyond Required Hours

1. Professional educational personnel shall be required to remain beyond the end of the established time when:
  - a. It is determined by the member and/or administrator that after school help sessions for students shall be conducted.
  - b. Staff, Department, or Central Administrative meetings shall be held: unless excused, professional educational personnel shall attend all meetings which may be called by the Superintendent, the Director of Special Education and Associate Superintendent, the School Principal and/or the Assistant Principal. Educators shall take part in these meetings as shall be assigned to them. A forty-eight (48) hour notice shall be given when practicable by the person calling the meeting.
2. Meetings of the type described in paragraph 1b above shall be limited to a cumulative total of twenty (20) per year with a maximum in any one (1) month of three (3). Said meetings will be limited to one (1) hour duration.
3. Meetings called by Subject Coordinators, Special Education team meetings, and meetings between individual educators and Administrators, do not constitute meetings within the meaning of the limitation set by the provisions of paragraph 2.
4. All Professional Personnel shall be compensated for attendance at any Special Education team meetings held after school hours, (fifteen (15) minutes after the end of the regular school day.) Said compensation shall be at the rate of \$29.00 per hour. Effective retroactively to July 1, 2012, the rate will be \$29.29 per hour and will increase to \$29.44 per hour effective January 1, 2013. Attendance is required.
5. Educators who serve on curriculum committees authorized by the Superintendent will be compensated for such work at the rate of \$29.00 per hour. Effective retroactively to July 1, 2012, the rate will be \$29.29 per hour and will increase to \$29.44 per hour effective January 1, 2013. Educators may receive a stipend for a pre-determined number of hours of work calculated at the foregoing rate.
6. **Classes Scheduled After School Hours**  
  
Classes are scheduled beyond the limits of the school day. Examples of such classes are band and chorus.

7. Parent Conferences

The parties to this agreement recognize the educational value of parental conferences. To that end, early release days for parent educator conferences will continue to be scheduled in the school calendar. Educators will not be required to remain on these early release days, but will have the discretion to schedule parent conferences on early release days and/or at other times convenient for the parent and the educator. If an evening activity is designated for parent conferences, educators will have the same discretion.

8. Open house, book fair, art fair and other evening activities shall be restricted to two (2) per year in each school.

I. School Calendar

1. Prior to making recommendations to the School Committee as to the adoption of a school calendar for an ensuing year, the Superintendent of Schools shall afford the Association an opportunity to review the calendar he or she proposes and to make suggestions concerning such calendar.

J. School Facilities

1. Faculty Workroom – To the extent practicable within existing facilities, each school building shall have a educator workroom containing adequate equipment and supplies to aid in the preparation of instructional materials.
2. Faculty Rest Area – To the extent practicable within existing facilities, each building shall have an appropriately furnished room for use as a educator lounge. To the extent possible, said room is to be in addition to the aforementioned educator workroom. This room is to include private restroom facilities for the exclusive use of educators.
3. Faculty Parking – Adequate educator parking facilities shall be provided whenever possible.
4. Space Priorities – When existing facilities are inadequate in the discretion of the Superintendent of Schools to provide for the facilities described in the foregoing paragraphs relating to Health, Comfort, and Safety and for needed classroom space, needs for classroom space shall first be satisfied. When new physical facilities are contemplated by the City of Easthampton the Committee agrees that it will use its best efforts to cause any Building Committee to include in its proposal adequate facilities for faculty workroom, faculty rest area, and faculty parking as contemplated by this section relating to Health, Comfort, and Safety.

5. The Association will be allowed the use of school facilities for Association meetings at reasonable times with prior approval of the administration.
6. The parties agree to establish a district-wide Health and Safety Committee, consisting of two (2) members appointed by the School Committee and two (2) members chosen by the Association. These individuals will, by consensus, choose a fifth committee member acceptable to all. This Committee will be responsible for the review of all complaints regarding health and safety as may be forwarded to it by the staff of the Easthampton Public Schools.

K. Teaching Loads in Primary Grades

1. All parties to this Agreement recognize that the assignment of primary pupils involves administrative determinations based upon the geographical distribution of pupils, the availability of space, the availability of teaching, administrative and service personnel, the integration of school bus routes, the availability and use of materials, the coordination of programs in special fields, and the health, comfort, safety, and well-being of the students. To the extent practicable, in the opinion of the Superintendent of Schools, the Committee, and the Central Administration will also take into account, in assigning primary pupils, the desirability of equalizing the pupil-educator ratio in the primary grades.

L. Team Teaching

1. Whenever a “team” approach to teaching is utilized, the formation and organization of any such team shall occur following consultation with members of the faculty of the school.

M. Vacancies

1. Whenever any vacancy in a professional position occurs during the school year the Superintendent or his/her representatives shall first offer the vacancy to individuals on the recall list, provided such candidates meet the qualifications of the position. If no qualified educator on the recall list accepts the position, the Superintendent or his/her representative shall post, in all buildings, for not less than ten (10) calendar days before filling such position adequate to identify the position and in general the qualifications therefore, its duties and rate of compensation.
2. All qualified educators shall be permitted to make application for such positions within such ten (10) day period. When all other factors are substantially equal, preference in filling such vacancies will be given first to qualified individuals on the recall list and then to qualified educators already employed by the Committee.

3. All qualified bargaining unit members shall be permitted to make application for non-administrative and administrative positions. Qualified bargaining unit members will be interviewed for each position, but the District reserves the right to cap the number of interviews to include only the top five (5) most qualified bargaining unit members. In the event of a restricted time frame (e.g., sudden resignation, etc.), the District may choose to interview less than five (5) bargaining unit members.
4. Whenever any such vacancy occurs during summer recess, the Superintendent or his/her representative shall send a similar notice to the president of the Association for dissemination as the Association sees fit. Application from qualified educators presently employed will still be considered but the Superintendent may fill the position at any time, but not earlier than five (5) days after the giving of such notice.

N. Professional Attire

Employees are expected to wear professional, job appropriate, and safe attire, including footwear.

O. Building Safety Plan

All bargaining unit members shall receive annual training regarding the building safety plan.

Article 3  
EDUCATOR FILES

- A. There shall be maintained in the central office of the school system a current cumulative record folder for each member of the professional educational staff.
- B. Each folder shall contain in addition to any other information deemed necessary by the Superintendent of Schools: the candidate's original application and references; records of health, teaching certification; in-service training and professional study; service contracts and agreements; evaluations by the Easthampton Public Schools and pertinent communications to, from, and about the individual except that any information relating to Collective Bargaining grievance procedure shall be maintained elsewhere.
- C. Educators will have the right to inspect their personnel records complying with the applicable provisions of the General Laws and may have any representative of the Association accompany the educator during such inspection.
- D. No material originating in the Easthampton School System and obviously derogatory to a educator's conduct, service, character, or personality will be placed in his/her personnel file unless a copy thereof is sent to the educator. The educator may submit a written statement in response to any derogatory matter

placed on file within ten (10) days of the date notice is given to the educator of the filing. Such statement shall be appended to the file copy.

- E. Educators will not have the right to review confidential references given at the time of employment or at the time of application for a change in position within the system.
- F. If any complaint is received by the administrator from a parent, pupil, or other individual concerning the work performance of any educator, which complaint is to be the subject of disciplinary action or is to be placed in the educator's personnel file, such complaint shall be promptly called to the attention of the educator and the complainant identified.
- G. When an oral reprimand is given to a educator by an administrator, this reprimand will not occur in the presence of parents, pupils, or other employees.

Article 4  
EDUCATOR EVALUATION

The negotiated evaluation system is attached to this Agreement as Appendix F.

Article 5  
GRIEVANCE PROCEDURE

A. Definition

- 1. A grievance is any claim by the Association that there has been a violation of the terms of this Agreement.
- 2. The parties to this collective bargaining agreement recognize the "exclusive remedy" provisions of M.G.L. Chapter 71 providing educational employees the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Elementary and Secondary Education pursuant to M.G.L. Chapter 71 or through this Article, may pursue an appeal of their grievance through either the Grievance Procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of a disciplinary action is first requested shall be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forums.

B. Time Limits

- 1. All time limits set forth herein shall consist of calendar days. Such time limits may only be extended by mutual agreement in writing.

C. Presentation of Claims

1. At all levels above Level One, grievances shall be presented only by the Association and only in writing and with the written consent of the educator involved, unless such grievance shall affect more than one (1) educator, which writing shall set forth with specificity the alleged violation of the terms of this agreement and the relief requested. No sole allegation that the contract has been breached generally shall be entertained.
2. A grievance claim must be presented at the appropriate level within thirty (30) days after the aggrieved person or the Association knew or should have known of the act or condition on which grievance claim is based.
3. All grievance procedures shall be taken up after regular working hours.

D. Level One

1. Notwithstanding the requirement that grievance claims be presented only by the Association, a educator who claims a violation of the terms of this Agreement affecting himself or herself may discuss the matter informally with the subject coordinator or the member's immediate supervisor. If the matter remains unresolved the member, following notification to the immediate supervisor, may discuss the matter informally with the responsible principal or director to whom the member is assigned.

E. Level Two

1. If the matter remains unresolved, the Association may submit the grievance to the responsible principal in writing pursuant to the terms of Section C above. In the event that the educator or educators affected are not responsible to an individual principal then such claim shall be presented to the member's immediate supervisor, provided, however, that grievances directly affecting all educators or educators in more than one (1) school building may be presented directly at Level Three. The decision of the individual principal or immediate supervisor shall be presented to the Association in writing within ten (10) days after its submission.

F. Level Three

1. If the grievance is not resolved by the decision rendered at Level Two the Association may within ten (10) days after the decision of the responsible administrator at Level Two present the grievance in writing to the Superintendent of Schools. The Superintendent of Schools shall render his or her decision in writing within ten (10) days after receipt of the grievance.

G. Level Four

1. If the grievance is not resolved to the satisfaction of the Association by the decision of the Superintendent of Schools at Level Three, the Association may, within ten (10) days after receipt of the Superintendent's decision, submit the grievance in writing to the School Committee.
2. In submitting such grievance to the School Committee, the Association may request the Committee to grant it a private hearing before acting on the grievance in which event such hearing will be granted.
3. The School Committee shall render a decision in writing within twenty-eight (28) calendar days after receipt of the grievance.

H. Level Five

1. If either party is not satisfied with the disposition of the grievance at Level Four or the Level Four time limits expire without the issuance of the School Committee's written answer, then the Association may submit the grievance to arbitration by filing a written demand to arbitrate with the School Committee within twenty-eight (28) calendar days of receipt of the School Committee's decision. If said demand is not filed within the aforementioned time limits, the grievance will be considered settled under the terms as expressed in the School Committee's Level Four decision.
2. The Parties agree, for the duration of this Agreement, to select an arbitrator according to the procedures of the Massachusetts Board of Conciliation and Arbitration.
3. The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The award shall be final and binding on the School Committee, the Association, and the Grievant. The fees and expenses of the arbitrator shall be borne by the Parties.
4. The authority of the arbitrator shall be limited to construing and interpreting the rights of the Parties under the terms of this Agreement. He shall have no power to amend, delete, or add to its terms. Nor shall the arbitrator render a decision which shall infringe upon any of the reserved rights and duties of the School Committee.

- I. Expenses incurred by the Association or any member of the bargaining unit in pursuing grievance procedures set forth in Section A through H, inclusive, shall be borne by the Association and expense incurred by the Committee in administering said procedure shall be borne by the Committee.

J. Compliance with Instructions

1. Pending final resolution of any complaint, the member shall comply with the instructions of the Principal or Assistant Principal, Director, Superintendent, Associate Superintendent, or School Committee.

K. Records of Proceedings Kept Separate

1. All written communication, documents, and records relating to any grievance shall be maintained in a file separate from that of any member involved in the proceedings.

- L. If, in the judgment of the Association, the grievance concerns an action or decision made by or at the Superintendent's Level, the grievance may be initiated at Level III.

- M. The School Committee has the right to access the arbitration provision of Section H for violations of Article 11 A (Work Stoppage). Prior to filing a written request for an arbitrator under the procedures of the Massachusetts Board of Conciliation and Arbitration, the School Committee will notify the President of the Association of its grievance, including all particulars. Upon receipt of said notice, the Association will meet with the School Committee in an attempt to resolve the matter; if the matter remains unresolved after twenty-eight (28) calendar days of receipt of the notice, the parties agree to proceed to arbitration consistent with the terms of this agreement. A claim that Article 11 (A) has been violated must be filed within thirty (30) days after the School Committee knew or should have known of the act(s) or condition(s) in which the grievance is based.

Article 6  
BENEFITS AND LEAVE

A. Benefits

1. The benefits provided in Article 6 are granted to members of the bargaining unit for the purpose of protecting such members against financial loss during periods of illness, personal need, and professional improvement to the extent and on the conditions herein set forth. All members of the bargaining unit shall be eligible to participate in the Blue Cross, Blue Shield, other health plans and Life Insurance Programs.

Employees will pay 20% of the cost of the plans presently provided. Effective upon city wide agreement, employees will pay 25% of the cost. The salary schedule will be increased by 1.00% at all steps and columns, effective upon implementation the increase to 25%.

2. Compensation

These benefits preclude compensatory salary payment to personnel for privileges not used. Salary shall be paid, where provided, only when authorized leave has been taken. Unless otherwise provided, all unused leave privileges shall cease to be applicable at the end of the employment year. However, leave privileges shall begin anew or continue to accumulate as provided herein, at the outset of the new contractual year.

3. Continuous Accumulation of Benefits

- a. Wherever indicated that the use of leave benefits is suspended and unless otherwise stated, such benefits shall continue to accumulate as though actual service was not interrupted. Use of such benefits shall continue upon resumption of duty.
- b. Suspension of use of benefits shall not include Health programs and Life Insurance. The amount of "TIME AS NEEDED" shall be determined and allowed at the discretion of the Superintendent of Schools but shall not exceed the allowable number of authorized leave days.

4. Written Request for Leave

All leave requests must be in writing before leave is taken unless otherwise stated. Letters of request or notification shall be mailed, forwarded by inter-school mail, delivered in person or hand carried by others at reasonable times.

5. Whenever a leave is taken under Section B as follows, a standard form shall be completed by the member prior to taking the leave and shall be transmitted through proper channels to the Central Office. Such written notification shall be processed in sufficient time to allow the appropriate administrators to secure an adequate substitute.

6. When leave is taken for the purposes set forth in and in conformity with the provisions of Section B as follows, it shall be without loss of pay and without loss of any benefits except as otherwise specifically set forth.

B. Leaves With Pay

1. Bereavement Leave

In the event of a death of a member of the employee's immediate family, viz: spouse, parent, grandparent, child, grandchild, brother, sister, mother-in-law, father-in-law, sister-in-law, or brother-in-law, the em-

ployee shall be granted five (5) consecutive days leave with pay. Additional time for travel may be approved, without pay, at the sole discretion of the Superintendent of Schools. Similar benefit may be approved by the Superintendent of Schools at his or her sole discretion in the event of the death of a relative by blood or marriage of an employee who may not meet the foregoing definition of immediate family but who had resided within the employee's household. Requests for bereavement leave shall specify in writing the name and relationship of decedent.

In the event of a death of the employee's aunt, uncle, niece, nephew cousin, the employee shall be granted up to three (3) days paid leave.

In the event of death of other blood relatives or other relatives by marriage, the employee shall be granted up to one (1) day paid leave to attend the funeral.

2. Death of Member-In-Service

In the event of the death of a member in active service, a reasonable sized delegation, as determined by the Central Administration following recommendation by the Association, shall be selected to attend the funeral services as representative of all schools. In addition, an appropriate epitaph prepared by the Association may be read in each school on the day of the funeral.

3. Interment Representative

Interment service for person in a member's immediate family, one (1) person from the school to which the member is assigned. TIME AS NEEDED UP TO ONE (1) FULL DAY EACH TIME.

4. Jury Leave

Any educator who is required to serve on a jury under state or federal law will, for the period while on jury duty, suffer no loss of regular earnings for any period during the school year. Upon completion of said jury duty, the educator shall submit copies of vouchers showing how much he or she received from the court. This amount shall be subtracted from his or her regular paycheck as soon as is practicable. If a educator does not submit copies of the aforementioned vouchers within five (5) days after the completion of said jury duty, his or her daily rate of pay will be subtracted for the number of days for jury duty from his or her paycheck. The correct adjustments will be made upon submission of said voucher.

5. Legal Proceedings

- a. Except as hereinafter set forth, leave with compensation will be granted to the extent necessary for attendance upon any legal proceedings when such attendance is requested by the Committee or their statutory agents, or when such attendance is compelled in third party proceedings in which the educator is a party and which arises out of his or her performance of duty in conformity with School Committee policy.
- b. No compensated leave will be granted for legal proceedings in which the educator or Association is an adversary party to the Committee or their statutory agents unless the educator's attendance is as a witness for the Committee or their statutory agents.
- c. No compensated leave will be granted for attendance at legal proceedings in which the educator is a defendant in a criminal case nor for proceedings personal to the educator and not directly related to his or her duties as an educator.

6. Personal Leave

- a. Each member shall be allowed personal leave without the need for administrative approval to a maximum of three (3) days in each work year. Such leave shall be considered fully earned on the first class day of the work year.
- b. Personal leave is neither cumulative nor transferable. However, unused personal days will be converted to sick leave at the end of each school year and may be accumulated as sick leave.
- c. It shall be a violation of the terms of this contract to use the privilege of personal leave for mass absences by a substantial number of the members of the bargaining unit as a means of protest, coercion, or other abuse of the privilege and if so used shall subject each participant to loss of pay in addition to any other remedies available to the Committee or their statutory agents under this Agreement or any other provisions of law.
- d. Members shall provide at least fourteen (14) calendar days advance notice of the use of a personal day to the principal, except in the case of an emergency.

7. Ready Reserve/Military Leave

- a. To receive this leave, employee must be a member of an organized unit of the ready reserve of the Armed Forces of the United States. Letter of request must be accompanied by a copy of the member's orders to report for duty, must state the unit to which the employee belongs, the date of departure to and date of return from military training, and the conditions surrounding reasons why the training could not have been taken at another time such as summer months.
- b. Letter must be forwarded immediately upon determination that military training obligation must be met. ALL BENEFITS SHALL CONTINUE. Seventeen (17) days maximum in any one (1) calendar year.

8. Religious Holiday Leave

Up to two (2) days of paid leave (not to be deducted from other types of paid leave) shall be granted to members of the bargaining unit for their religious holidays for which provision is not made in the school calendar provided at least fourteen (14) calendar days advance notice is provided to the principal. Bargaining unit members can take unused personal days and/or unpaid days for additional religious holidays.

9. Sick Leave

- a. Sick leave with pay is granted solely for the purpose of protecting the member from financial loss caused by illness or injury.
- b. As occurring day by day, sick leave shall be granted by the employee's immediate supervisor or administrator upon oral notification of illness. Such leave shall be granted only to employees unable to perform their duties as a result of sickness or injury. Notification of absence shall be given by the employee as early as possible on the first day of absence and daily thereafter. Daily notification shall not be required in the event a educator notified the administrator of extended absence. If such notification is not made such absence may be applied to absence without pay. For any period of absence on account of illness a doctor's written certification of illness may be required of the educator by the Central Administration in which case the member must comply if sick leave benefits are to be paid. Such a doctor certification must be requested while the educator is absent.

An educator will be entitled to use any of their annual sick leave days (i.e., up to fifteen (15) or eighteen (18) days as applicable) each

year for the purpose of illness or emergency in the immediate family as defined in Article 6(B)(1).educator

- c. Sick leave with pay shall not exceed the equivalent of one and one-half (1½) days for each month in the employee's work year and shall accumulate to a maximum of one hundred fifty (150) days. Sick leave credit will begin on the first day of the month following employment and will accumulate each calendar month thereafter.
- d. In the event a educator is absent in the early part of a school year on one (1) or more occasions under circumstances which would entitle the educator to sick leave benefits but for the fact that the educator has accumulated no sick leave credits as of the time of the absence, then sick leave credits earned thereafter in the same school year may be applied retroactively, if the educator wishes, to the absence or absences in question.
- e. An employee who has accumulated maximum number of sick days shall begin the next employment year by using the number of allowable sick days for that year before encroaching upon his or her accumulated sick leave. Two (2) additional sick days per school year shall be granted for each year of continuous service beyond the 5<sup>th</sup> year of continuous service. One (1) additional sick day shall be granted for each year of continuous employment beyond the tenth (10<sup>th</sup>) year.
- f. Any member having an aggregate of more than two (2) days of absence without pay in any calendar month shall not receive sick leave credit for that month.
- g. Expiration of Sick Leave

Professional educational personnel with illness or recuperative period which is anticipated to extend beyond fifteen (15) continuous days following the last paid sick leave day must request prior to that date a leave of absence, without pay, for the time deemed necessary for recovery. A doctor's statement attesting to the illness or recuperative period must be submitted (by the doctor) upon request of school officials. TIME AS NEEDED: ONE (1) EMPLOYMENT YEAR, MAXIMUM. All benefits suspended, except Blue Cross-Blue Shield, Washington National Insurance, and Life Insurance during which period the total cost of the premiums shall be paid by the employee.

h. Sick Leave Bank

A educator who has exhausted his/her individual sick leave due to a catastrophic illness or accident may request that a special sick leave account be established on his or her behalf. Upon request, the Superintendent shall establish said account, which shall consist of voluntary donations, not to exceed one (1) personal day for each member of the bargaining unit who elects, in his or her sole discretion, to make a donation. No educator may make more than one request during his or her employment with the Easthampton Public Schools.

10. Worker's Compensation Leave

- a. The provision of Massachusetts General Laws M.G.L. Chapter 152, Section 69 shall be controlling in all matters not expressly covered by the Collective Bargaining Agreement between the parties.
- b. In all matters not expressly covered by either the parties Collective Bargaining Agreement or M.G.L. Chapter 152, Section 69, the parties will follow City policy and/or practice.
- c. A educator who is injured on the job and found eligible to receive compensation under M.G.L. Chapter 152, Section 69 may during the regular school year suffer no loss of regular earnings, provided the educator turns over to the City of Easthampton, all monies received during this period under M.G.L. Chapter 152, Section 69 and further provided that a prorated deduction is made from the educator's accumulated sick leave until exhausted. Thereafter the educator, if eligible, will receive worker's compensation benefits only. The prorated deduction from the educator's sick leave will be based on the difference between the educator's per diem rate of pay (1/185th of regular salary) and the amount received under said Worker's Compensation statute. A educator may elect to use only Worker's Compensation, if eligible, with no prorated deduction from sick leave. If such option is elected, the Association acknowledges the above provision regarding "no loss of earnings" would not apply.

11. The Committee will comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA), Small Necessities Leave Act (SNLA), Domestic Violence Leave Act (DVLA), the Massachusetts Parental Leave Act (MPLA), and Section 7(r) of the Fair Labor Standards Act (FLSA) regarding breast feeding. The School Committee's FMLA, SNLA, DVLA, and MPLA policies are available in the Principal's office in each school building, and from the Association President. These policies outline the general requirements of the FMLA, SNLA, DVLA, and MPLA, but are not

meant to be all inclusive. The Committee's FMLA, SNLA, DVLA, and MPLA policies are available on the Committee's website and will be posted in each building. Accumulated sick and/or personal leave time may be used if allowed by the terms of this Agreement.

C. Leaves Without Pay

1. Induction or Enlistment

- a. Any member who is inducted or enlists to serve in the Armed Forces of the United States shall be granted a leave of absence and subsequent reemployment in accordance with Section 459, Section b and g of the Selective Service Act of 1967. A letter of notification shall be submitted by the employee immediately upon his or her awareness of induction or enlistment.
- b. For conditions other than honorable separation from the military, the employee's reinstatement shall be contingent upon review of the Superintendent.
- c. Induction or Enlistment Policy shall be superseded by legislative enactment relating to these matters except that any or all parts of this policy shall prevail if the benefits contained herein are greater.

2. Maternity Leave

- a. A pregnant female educator may request and receive a leave for the purpose of confinement, delivery, and recuperation under the provisions of either paragraph b or c as she may elect. Such election shall be made in writing before leave is taken and such election, when made, shall be final and binding.
- b. Maternity leave may be elected under the provisions of Section 105D of Chapter 149 of the General Laws in which event the rights and duties of the employee and the notice required shall be determined by reference to said section.
- c. Maternity leave may be elected for the balance of the school year during which the leave commences. Such leave shall commence on the date requested by the employee provided that notice of election to take leave under this paragraph shall have been at least forty-five (45) calendar days before leave commences.
- d. Maternity leave taken under either b or c is without pay or other benefits except that the employee is entitled to continue group Blue Cross – Blue Shield and Life Insurance membership at her own expense.

- e. If a educator taking maternity leave has accumulated sick leave credit available, under the provisions of Section 9 of Leaves with Pay, she may elect to use that credit to the extent available for such part of her confinement, delivery, and recuperation as her doctor may certify her unable to perform her duties because of illness.
- f. A educator on maternity leave has the status of an educator on leave of absence.

3. Leaves of Absence

- a. In addition to those leaves of absence set forth in sections 1 and 2 of leaves without pay, the Committee reserves the right to grant leaves of absence, in its sole and unlimited discretion, upon individual requests for such periods of time and on such terms as it may determine. All such leaves are without pay and without other benefits except that the employee is entitled to continue Blue Cross – Blue Shield and Life Insurance membership at his or her own expense.
- b. Whenever the Committee at an employee's request shall have granted a leave of absence to such employee for a specified period of time, the Committee shall not be obligated to return such employee to active service prior to the expiration of the full term of the leave granted. In the event the Committee sees fit to do so on an individual case basis and on such terms as it deems best, such Committee action shall in no way constitute a precedent for any limitation whatsoever on the Committee's free exercise of its powers in cases arising thereafter.
- c. Educators returning from leave of absence may be assigned wherever the Superintendent deems best.
- d. Educators willfully absent without leave granted under this Article 6 are presumed to have resigned their position and no further salary or benefits shall thereafter accrue.

4. Association Leave – President

- a. The Association president will be granted administrative leave upon request without pay in order to conduct Association business. Such leave shall be in addition to other leaves made available by other sections of this Agreement.

D. Leaves with Partial Pay

1. Professional Leave – Leave of Absence

For the purpose of studying for advanced degree or certificate, to travel, or to benefit from a foundation or federal grant: Upon recommendation by the Superintendent of Schools and approved by the School Committee, professional leave shall be granted to any member of the staff for professional improvement subject to the following conditions:

a. Percent of Staff on Leave

No more than two percent (2%) of the educational staff shall be absent on professional leave at any one time.

b. Advance Notice for Leave of Absence

Request for professional leave shall be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than four (4) months preceding the employment year for which the professional leave is requested and action must be taken on all such requests no later than two (2) months preceding the employment year, except in cases where the granting authority includes other restrictions, for which the professional leave is requested.

c. Minimum Continuous Service

The staff member has completed at least seven (7) consecutive or ten (10) employment years of service in the Easthampton School System and has not had professional leave in the previous seven (7) years.

d. Compensation

Personnel on professional leave shall be paid at fifty percent (50%) of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate.

e. Commitment to Return

A member of the professional staff accepting such leave shall enter into a written agreement with the Easthampton School Committee in accordance with the provisions of Chapter 71, Section 41A, of the General Laws of the Commonwealth of Massachusetts.

f. Benefits and salary scale step increases accrue as though service was continuous. ONE (1) EMPLOYMENT YEAR.

g. Finality of Committee Action

A decision by the Committee denying any application for professional leave hereunder shall be final and binding on all parties.

Article 7  
COMPENSATION

A. Basic Salary Schedule

1. The salaries negotiated for the members of the bargaining unit and their effective dates are set forth as Appendix A attached to and made part of this Agreement.
2. The annual salary schedule set forth in this document applies to every member and specifies his or her pay for his or her work year.
3. Upon employment in Easthampton, subsequent to the effective date of this contract, every educator shall be placed on the salary schedule at the step appropriate for his or her degree status and experience.

B. Degree Status

1. Master's Degree

A Master's Degree obtained in a field different from that in which a person is teaching will not be considered for salary increment until the educator is employed in that field except that a Master's of Education shall be acceptable for placement on the Master's Degree scale in any field in which the member is assigned. Once placed on the Master's Degree Scale, a person shall not be removed there from by reason of a change in assignment.

2. Master's Plus 30 Credits

For placement on the Master's plus 30 credits scale, a educator shall have satisfactorily completed thirty (30) semester hours of study at an accredited college or university in a program approved by the Superintendent of Schools. All thirty (30) credits must be earned after receipt of a Master's Degree, all must be graduate level courses and all must be earned in courses other than courses already used for credit toward a Master's Degree. A minimum of fifteen (15) academic credits in

an approved field of concentration must be contained in the program and the remainder shall relate to and shall be in the general field of education.

3. Approval procedures for courses and appropriate forms are attached to this Agreement as Appendix C.

C. Experience

1. Every educator shall be placed on the salary schedule at the step appropriate for his or her years of teaching experience or other acceptable experience, provided, however, that intermittent substitute teaching shall not be credited as experience. In determining salary scale placement for newly hired educators offering prior experience, only experience specifically set forth in a signed application for employment and verified and accepted by the Superintendent shall be taken into account.
2. Upon the number of years of teaching experience being offered, accepted and verified as hereinbefore set forth, a newly hired educator shall be placed on the salary scale level consistent with this teaching experience.

D. Step Rate Increase

1. In order to qualify for continued step increments on the Bachelor and Master Degree Scales, a educator shall produce evidence of satisfactory completion of at least the following number of semester hours of study approved by the Superintendent of Schools, viz:
  - a. For progression on the Bachelor's Scale from Level 1 to Level 2 six (6) hours; from Level 3 to Level 4 six (6) additional hours; from Level 5 to Level 6 three (3) additional hours.
  - b. For progression on the Master's Scale from Level 1 to Level 2 three (3) hours; from Level 3 to Level 4 three (3) additional hours; from Level 5 to Level 6 three (3) additional hours.
  - c. Course approval shall be requested and secured in advance.
  - d. Course requirements must be completed prior to the beginning of the contractual year in order to be considered for placement on the salary scale for such year.
  - e. In the event a educator has submitted a certificate from an accredited institution of higher learning that such educator is enrolled at said institution in a prescribed course leading to an advanced degree at such institution then courses required for such degree shall receive automatic approval for credit under this Article.

E. Provisions

1. Progression on the salary scale will be based on meeting the provisions of Section D and the individual's teaching experience including the current year.
2. No educator shall be placed upon the salary scale at the beginning of an employment year more than one (1) level higher than the pay grade he or she was assigned in his or her most recent employment year. This provision shall apply as well to those whose progression is interrupted by leave of absence or by failure to qualify under Section B as to those eligible for automatic progression for uninterrupted service. Any employee, however, upon notice giving sufficient reason, shall be permitted an additional period of one (1) year to meet the requirements of Section B in order that normal progression on the schedule may be resumed.
3. Personnel required by their teaching assignment to go from building to building during the regular school day shall be reimbursed for such travel as requires the use of their own motor vehicles at the current IRS rate per mile based upon mileage established by the School Committee, such reimbursement to be made bi-monthly.

F. Straight Annual Differential for Specific Positions

1. A educator's base annual salary during the term of this Agreement shall be determined as set forth as Appendix A of this Agreement.
2. Educators serving as Middle School and High School Curriculum Team Leaders shall be compensated according to Appendix D.
3. EHS Team Leaders for core subjects shall be compensated according to Appendix D.
4. A educator will be designated as "educator in charge" in the elementary, middle, or high school whenever the Principal and Assistant Principal(s) are out of the district or, in the opinion of the Superintendent, are otherwise unavailable. In the event that either the Principal or Assistant Principal(s) are out of the district or, in the opinion of the Superintendent, are otherwise unavailable, the remaining administrator may decide in his/her discretion to designate a educator in charge. A educator so designated and serving as "educator in charge" will be compensated at the rate of sixty-five dollars and eighty-one cents (\$65.81) in addition to his/her regular compensation. In lieu of designating a educator in charge, the Superintendent can assign a central office administrator to perform the duties of the Principal and/or Assistant Principal(s). However, said central office administrator will not perform evaluations and/or

observations under the evaluation system contained in Appendix F of this Agreement while performing said function.

The selection of the educator in charge will be made from a rotating alphabetical roster of educators assigned to the building full time who have volunteered to serve as educators in charge.

G. Paracurricular Services – Preface

1. Personnel shall be appointed to paracurricular service assignment annually and before the expiration of the current school year, if possible. Personnel so appointed shall perform such duties and render such reports and evaluations as may be required from time to time by the Committee, the Superintendent of Schools or other responsible administrators.
2. If a decision is made to discontinue an activity it should be done prior to the next quarter. In such cases, coaches or advisors shall receive pro-rated pay for the service actually rendered.
3. If a decision is made to add an activity during the term of this Agreement, the Committee may do so and may assign such factor thereto as it sees fit.

H. Paracurricular Service – Salaries

1. If, as, and when appointed from time to time, the following positions shall carry the following additional pay for one (1) full year's service in the capacity indicated. See Appendix B.

I. Achievement of National Certification Status – A one-time payment will be made to bargaining unit members in the following amounts:

Educators	\$500.00
School Psychologists	\$350.00
School Counselor	\$200.00
Speech-Language Pathologists	\$350.00

This payment will be made upon submission of documentation consistent with the "Comparision of National Certification Across School Professionals", compiled by the National Association of School Psychologists, January 2007.

Article 8  
REDUCTION IN FORCE

- A. There may be occasions at any time, or from time to time and in any number or numbers, cumulative or otherwise when the Committee deems it necessary, or desirable, or expedient to reduce the work force. In such event, the following principles shall obtain, viz:
1. A determination by the Committee that a reduction in force shall be made and shall be final and binding on all parties.
  2. The Committee shall be the sole judge of the numerical extent of the reduction and such determination shall be final and binding on all parties.
  3. The Committee shall be the sole judge of the grade levels, the departments, the subject matter, the specialties, the school building, the supportive responsibilities, the paracurriculum services, the supervisory responsibilities, and the certification in which the reductions shall be made and the relative numbers in each and every category, whether enumerated herein or otherwise, by which a gross reduction is to be accomplished and such determination shall be final and binding on all parties.
  4. The Superintendent shall be the sole judge of which specific individual employees shall be terminated in consequence of any reduction in force and such determination shall be final and binding on all parties except.
    - a. That educators employed at the discretion of the Committee shall have the protection accorded them by the General Laws, when and if applicable; and
    - b. Any professional employee whose position is eliminated shall:
      1. Be transferred to an open position for which he/she is certified or if this is not possible, then;
      2. Replace an employee with lower seniority teaching in a position for which the employee whose position is eliminated is certified.
  5. Seniority is measured in terms of a educator's length of continuous service in years, months, and days from their last date of employment by the School Committee. Educators shall be credited for Seniority purposes with all time spent on any leave of absence provided for in this Agreement.

6. Cases of identical seniority shall be resolved by granting preference to the educator with the highest academic degree as of October 1<sup>st</sup> of the current academic year.
  7. The Superintendent will provide a seniority list of educators, in writing, annually to the Association. The list shall be made available to the Association within forty-five (45) days of the execution of the Agreement and updated annually thereafter. Challenges to the list must be made in writing to the Superintendent within fifteen (15) days after said list is received by the Association. If there are no challenges, the list shall stand for the full school year and until the next annual list is established.
  8. When lay-off action occurs, the Association shall be notified in writing of all educators on lay-off.
  9. The Association shall be notified, in writing, within ten (10) days, of all open positions as they occur and of any recall action taken by the District.
- B. The Superintendent has the right, duty, and responsibility of assigning educators wherever he/she sees fit provided any such assignment is within the scope of the educator's certification. In amplification of such power, and not in limitation thereof, the parties recognized the power of the Superintendent to make such transfers, assignment and reassignments as he/she deems expedient in effecting a reduction in force and such determination shall be final and binding on all parties.
- C. Educators who have been laid off shall be entitled to recall rights for a period of two (2) years from the effective date of their respective lay-offs. During the recall period, educators shall be notified by certified mail to their last address of record, and given preference for positions for which they are qualified by training and experience and all benefits to which a educator was entitled at the time of lay-off shall be restored in full upon reemployment within the recall period. During the recall period, educators who have been laid off shall be given preference on the substitute list if they so desire. Laid off educators shall be recalled in the inverse order of layoff.
- D. Any member of the bargaining unit who rejects a recall for reasons of illness or disability rendering him or her unable to work, or other good reason as determined by the Superintendent of Schools, shall be moved one (1) position down on the recall list.
1. The reason for the rejection must be stated in a letter of rejection. The Superintendent reserves the right to require medical documentation to support any request for such rejection, including an examination by a physician of the Superintendent's choice and at the expense of the School Committee.

- E. Any member who rejects a recall to a position for which the educator is qualified for no reason or for an unacceptable reason under this section shall waive all recall rights under this Article and satisfy any further obligations on the part of the School Committee or their statutory agents.
- F. Laid off employees may continue group health and life insurance during the recall period, under the existing group plans administered by the City, provided that such continuation is permitted by the insurer's underwriting requirements and provided that the laid off employee shall pay the premium cost directly to the City Treasurer. Failure to pay premium or refusal to return to employment will terminate this option.
- G. In the event a laid off educator is re-employed by the Committee in the school year immediately following the expiration of the two (2) year recall period, then said educator will be entitled to the seniority and accumulated sick leave held at the time of the lay-off.
- H. In the event that the re-employed educator referenced in Section G was a educator with professional status at the time of lay-off, then the Superintendent agrees to consider prior to March 15 of the re-employment school year, the question of restoration of professional status.

Article 9  
SEVERANCE PAY

A educator with twenty (20) or more years of service to the Easthampton Public Schools, upon notice of intent to retire submitted to the Superintendent of Schools not later than December 1 of the school year at the end of which retirement will take place, and upon a letter of resignation for the purpose of retirement dated no later than April 15, and upon agreement to retire effective June 30 at the end of said school year, will be eligible to receive a one-time payment in the amount of \$10,000, effective FY 2001. Such payment shall be made within six (6) weeks of the term of employment.

In the event of the death of a educator with twenty (20) years of service to the Easthampton Public Schools while in active employment, the above-mentioned severance amounts will be paid to the estate, and the notification provisions do not apply.

Benefits under this Article will be limited to those who intend to and actually do retire under the provisions of the Massachusetts Educators Retirement Board. Benefits paid pursuant to this Article will not be considered regular earnings for the purpose of calculating retirement benefits.

Article 10  
JUST CAUSE

No employee will be disciplined, reduced in salary, or discriminated against without just cause.

Article 11  
MISCELLANEOUS PROVISIONS

A. Work Stoppage

1. The Association and the members of the bargaining unit severally agree that during the term of this Agreement they will not for any reason directly or indirectly cause, encourage, induce, threaten, or engage in any work stoppage, slowdown, strike, withholding of services, or any interference with the operations of any of the functions of the Committee or of the Easthampton Public Schools.
2. The Association recognizing and accepting its responsibility under the terms of this Agreement, agrees that in any event any members of the bargaining unit engage in any of the prohibited conduct described in paragraph 1, the Association shall promptly make a good faith effort to bring about immediate compliance with the provisions of this Article by any such member who engaged in conduct contrary to the provisions of this Article.
3. A member of the bargaining unit who engages or participates in any of the prohibited conduct described in paragraph 1 shall, at the discretion of the Superintendent, be subject to disciplinary action, including reprimand, suspension, or discharge and such action if taken by the Superintendent shall not be subject to the grievance procedure as provided in Article 5 provided however, that the fact of the participation of a member in such prohibited conduct shall be subject to the grievance procedure.

B. Past Practice

1. Whenever a past practice, custom, usage, administrative interpretation, fact finder's opinion, Committee policy or largess, or any individual exception to or application of a rule, statute, or regulation, including any prior application or interpretation of previous Collective Bargaining Agreements between these parties by whomever made or applied, whether written or unwritten, conflicts with the text of this Agreement, the terms of this Agreement shall prevail.

C. Committee Rights

1. The exercise by the Committee or their statutory agents of any of the following rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the Bargaining Unit.
  - a. The parties agree that the operation of the School Department, the supervision of the employees and their work are the rights of the Committee or their statutory agents. Accordingly, subject to the provisions of this Agreement and M.G.L. Chapter 150E, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used, to introduce new methods and facilities; the making of work schedules, the determination of what and where duties will be performed, and of employees competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline, or discharge of employees for just cause without discrimination, are rights of the Committee or their statutory agents.
2. The foregoing enumeration of these rights shall not be deemed to exclude other rights not specifically set forth, the Committee or their statutory agents therefore retaining all rights not otherwise specifically restricted by this Agreement.

D. Negotiations

1. At the request of either party hereto, the parties agree to meet and negotiate in good faith such changes as either may propose in the event of a binding legislative enactment or Department of Education regulation effecting one (1) or more of the following:
  - a. imposition of a higher minimum wage than the minimum set forth; or
  - b. imposition of maximum daily or weekly hours of educators or days of service of educators; or
  - c. imposition of leave benefits greater than those herein set forth; or
  - d. imposition of a mandatory system of paraprofessionals greater in scope than any presently in effect; or
  - e. imposition of a mandatory severance pay benefit, payment of unused sick leave or other personal benefit with pay.

2. The provisions of paragraph 1 notwithstanding, the parties acknowledge that during the negotiations that resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unconditionally waives the right to reopen negotiations on any subject matter covered by this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered by this Agreement, even though the subjects 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. However, this will not preclude the parties from mutually agreeing to amend this Agreement at any time.
  
3. It being the intention of the parties to the Agreement that each party may freely offer contract proposals to the other during the bargaining process, the parties agree that the making of a proposal by either party in connection with the collective bargaining process or in connection with the proposed amendments to the contract which proposal does not for any reason become a part of the contract shall not in itself have a precedential effect in interpreting the intention of the parties to this contract and all intent of the parties is to be drawn from the contract alone and from the evolution of the contract and no court or administrative body or arbitrator or fact-finder shall give evidentiary weight to the making of either party and the rejection by the other of any such proposal.

Article 12  
SCHOOL DISTRICT NURSE

- A. The provisions of this Article 12 are applicable only to the School District Nurse, and in the event any terms or provisions of this Agreement are inconsistent with the provisions of this Article as to the terms and conditions of employment of the School District Nurse, the terms of this Article shall govern.
  
- B. The School District Nurse is employed for one hundred eighty five (185) days, including the period students are present plus ten (10) additional days as requested by the principal or other appropriate administrator, said days to be compensated at the nurses' per diem rate. The normal workday of the School District Nurse is seven and one-half (7.5) hours, but it is understood that the positions may occasionally require longer hours/additional work.

- C. The School District Nurse will be compensated at the appropriate step of the Bachelors Schedule, Appendix A, with initial step placement to be determined by the Superintendent at the time of hire. A District Nurse who has earned a Masters' Degree in Nursing will receive an additional \$3,000. This salary will be prorated in the event that the position is reduced to less than full time.
- D. The School District Nurse will be reimbursed for attendance at meetings and conferences or professional improvement opportunities at the request of and/or with the advance approval of the Superintendent or his/her designee.
- E. The School Committee shall provide insurance providing indemnification for expenses or damages incurred by the School District Nurse in defense or settlement of a claim against him/her, which arose out of acts performed by him/her while acting within the scope of his/her official duties or employment, provided that the defense or settlement of such claim shall have been made by the City Counsel or by an attorney furnished by an insurer obligated under the terms of the policy(ies) to defend the School Committee and/or the City against such claim.
- F. The School District Nurse shall comply with the health standards as required and specified in M.G.L., Chapter 71, Section 55B. The School Committee reserves the right to extend the scope of physical examination required by law. In the event that the School Committee requires additional physicals, it will bear the cost.
- G. The School District Nurse shall furnish and maintain throughout the term of this contract a valid certificate qualifying him/her in this position as required by M.G.L. Chapter 71, Section 38G.
- H. The Superintendent of Schools or his/her designee shall meet with the School District Nurse at least once each year for the purpose of discussing his/her job performance. Evaluation shall be in accordance with the job description established for the School District Nurse. The School District Nurse will be afforded the opportunity to review his/her annual job evaluation before said evaluation is finalized.

Article 13  
SCHOOL SOCIAL WORKER

- A. The school social worker shall be placed on the educators' salary scale set at the level appropriate for his or her teaching experience and education.
- B. The school social worker shall work the normal educator year and educator hours except that the school social worker by virtue of the nature of his or her work may be called upon occasionally to perform his or her work at irregular hours.

Article 14  
PAYROLL

Educators will be paid 1/26 of their annual salary every two weeks during the school year. The Superintendent will determine the starting and ending pay dates after the school calendar has been approved by the School Committee, provided that educators will be paid on the first regular pay date after the start of the school year.

Educators may continue to receive their pay bi-weekly through the summer, or may, if they so elect, opt to receive a “lump sum” equal to what they would receive if the former option had been selected. If the “lump sum” option is selected, notice must be made to the Business Office prior to the beginning of the school year, and will be irrevocable unless notice is made prior to the beginning of the a succeeding school year.

The lump sum payment will be processed on or after the last educator work day, inclusive of snow make up days, and the check will be issued no later than thirteen (13) business days after the last educator work day.

Educators will be notified of the first pay day in September as soon as the school calendar is approved by the School Committee.

Educators will not go a pay period without a pay check.

Payment for work compensated on an hourly basis such as curriculum work, committee workshops, and after-school meetings, will be received no later than two (2) pay periods after the submittal of the appropriate documentation.

Article 15  
DUES DEDUCTION/AGENCY SERVICE FEE

The Committee agrees to deduct from the salaries of the unit members who have on file with the Committee a deduction authorization card, to be supplied by the Association, the dues required as a condition of acquiring or maintaining membership in the Association as provided in Section 17C of Chapter 180 of the General Laws as amended. The Committee agrees not to discontinue such deductions except upon sixty (60) day written notice given by the educator.

All members of the bargaining unit who are not members of the Association shall be required to pay an annual Agency Fee, pursuant to MGL Chapter 150-E, Section 12. Employees may have access to payroll deduction for the purpose of paying the fee. The Easthampton Education Association recognizes the sole and exclusive remedy for non-payment of the fee shall be for the Association to proceed to court for collection of the fee from a nonpaying employee member of the unit.

The Association agrees that it will indemnify and hold the Employer harmless for any and all claims, demands, suits, or damages arising from this Article, provided that the Association retains the sole right to select and assign appropriate legal counsel and provided that the Employer cooperates with said counsel in the conduct of the case.

Article 16  
PROFESSIONAL DEVELOPMENT COMMITTEE

Immediately upon execution of this Agreement, the parties agree to establish a Joint Professional Development Committee, consisting of representatives selected by the Association and by the Superintendent on behalf of the School Committee. This committee shall act in an advisory capacity to the Superintendent regarding all professional development programs undertaken by the district, including, but not limited to, the scheduling and content of professional development days, the creation of the district professional development plan, the establishment of the professional development budget, the development of options for the recertification of all educators in the district, and the adoption of training programs for support staff working within the district.

Article 17  
PROFESSIONAL DEVELOPMENT INCENTIVE REIMBURSEMENT

The parties agree that courses as a part of staff development programs are essential to the continued professional growth of staff members, professional climate of the schools, and the maintenance of quality education for Easthampton students and should be encouraged.

To that end the following professional development incentive policy and process shall be set up.

The School Committee will set aside up to \$8,000 each year of this contract for professional development incentives to include the following.

Satisfactory completion of a college course taken for academic credit during the life of this contract will result in a one-time reimbursement to a limit of three credits during the life of this contract. Reimbursement will be based on the prevailing tuition credit rate at the University of Massachusetts. Reimbursement will be paid upon submission of a satisfactory grade report (letter grade B or above) and a paid tuition invoice from the bursar's office of the institution.

In order to be eligible for an incentive, a staff member must submit his/her course description to the Superintendent for prior approval (by August 15 for the fall semester, January 15 for the spring semester, and June 1 for the summer semester). Approval is contingent on the course being consistent with the system priorities and objectives and/or in the staff member's content or specialty area.

Requests for incentive reimbursement will be approved on a first come, first serve basis not to exceed the maximum total set aside. If the maximum total has not been expended by June 15, then the remaining amount shall be equally distributed to the educators who were previously reimbursed during the current fiscal year up to the total amount actually paid for the course by the educator above and beyond the prevailing tuition credit rate at the University of Massachusetts. If the maximum total still has not been expended, then the remaining amount shall be equally distributed to the educators who submitted for reimbursement for a second course during the current fiscal year.

#### Article 18

#### SPECIAL EDUCATION AND BEHAVIORAL ISSUES

- A. A educator who has referred a student for disciplinary action will be afforded the opportunity to provide input to the Principal regarding the discipline. Once a disciplinary sanction has been established, the educator will be informed of the Principal's final decision.
- B. All educators who are assigned students who have been identified as receiving special services under Chapter 766, or other statutorily-mandated accommodations, will receive a timely summary of information with the educators' responsibilities.
- C. In cases where, in the educator's professional judgment, a student's behavior poses a threat to the safety of the student, the educator, or other staff, or to other students, the educator may request that a Special Education evaluation team be convened. The educator will be entitled to attend the meeting.

#### Article 19

#### JOINT COMMITTEE

The Association and Superintendent will establish a Joint Committee, charged with streamlining and where possible eliminating unnecessary and redundant program reporting and initiatives, with the work of this committee to begin concurrently with the negotiation of this agreement. The recommendations of this committee would then be referred back to the negotiations process, with agreed upon language to be included in the successor collective bargaining agreement.

#### Article 20

#### PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, breastfeeding parents, race, color, creed, sexual orientation, gender identity, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Article 21  
DURATION

- A. This Agreement shall become effective July 1, 2017 and shall continue in effect to and including June 30, 2020, 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 agreement year involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement prior to the December 1 next following its proposed amendments to the existing agreement.

IN WITNESS WHEREOF the parties to this Agreement have caused these presents to be executed by their agents hereunto duly authorized, and their signatures to be affixed hereto, as of this date appearing before each signature.

EASTHAMPTON SCHOOL COMMITTEE

EASTHAMPTON EDUCATION  
ASSOCIATION

Deborah B. Lusina  
Chairperson

Christopher B. Abde  
President

8/10/17  
Date

8/18/17  
Date

APPENDIX A

EASTHAMPTON PUBLIC SCHOOLS

EDUCATORS SALARY SCALE

<u>Level</u>	<u>Bachelors</u>	<u>Masters</u>	<u>Masters+30</u>
2017-2018			
<b>1 (1-3)</b>	\$42,956	\$47,251	\$49,400
<b>2 (4-5)</b>	\$47,251	\$51,549	\$53,696
<b>3 (6-7)</b>	\$51,549	\$55,842	\$57,991
<b>4 (8-9)</b>	\$55,842	\$60,139	\$62,288
<b>5 (10-11)</b>	\$60,139	\$64,435	\$66,583
<b>6 (12)</b>	\$64,435	\$68,733	\$70,880
<b>6 (13-20)</b>	\$65,510	\$69,807	\$71,954
<b>6 (21-25)</b>	\$66,025	\$70,322	\$72,470
<b>6 (26+)</b>	\$66,204	\$70,501	\$72,648

<u>Level</u>	<u>Bachelors</u>	<u>Masters</u>	<u>Masters+30</u>
2018-2019			
<b>1 (1-3)</b>	\$43,815	\$48,196	\$50,388
<b>2 (4-5)</b>	\$48,196	\$42,380	\$54,770
<b>3 (6-7)</b>	\$52,580	\$56,959	\$59,151
<b>4 (8-9)</b>	\$56,959	\$61,342	\$63,534
<b>5 (10-11)</b>	\$61,342	\$65,724	\$67,915
<b>6 (12)</b>	\$65,724	\$70,108	\$72,298
<b>6 (13-20)</b>	\$66,820	\$71,203	\$73,393
<b>6 (21-25)</b>	\$67,346	\$71,728	\$73,919
<b>6 (26+)</b>	\$67,528	\$71,911	\$74,101

<u>Level</u>	<u>Bachelors</u>	<u>Masters</u>	<u>Masters+30</u>
<b>2019-2020</b>			
<b>1 (1-3)</b>	\$44,691	\$49,160	\$51,396
<b>2 (4-5)</b>	\$49,160	\$43,228	\$55,865
<b>3 (6-7)</b>	\$53,632	\$58,098	\$60,334
<b>4 (8-9)</b>	\$58,098	\$62,569	\$64,804
<b>5 (10-11)</b>	\$62,569	\$67,038	\$69,273
<b>6 (12)</b>	\$67,038	\$71,510	\$73,744
<b>6 (13-20)</b>	\$68,157	\$72,627	\$74,861
<b>6 (21-25)</b>	\$68,692	\$73,163	\$75,398
<b>6 (26+)</b>	\$68,879	\$73,349	\$75,583

Any educator who is hired or reduced to less than a full time position will receive a salary which will be prorated on the time worked.

APPENDIX B

Coaching and Extra Curricular

<u>Position</u>	<u>7/1/2014</u>	<u>7/1/2015</u>	<u>7/1/2016</u>
High School Yearbook	1,833	1,851	1,888
Senior Class Advisor	1,468	1,483	1,513
Junior Class Advisor	1,097	1,108	1,130
Sophomore Class Advisor	732	739	754
Freshman Class Advisor	369	373	381
Student Council	733	740	755
Student Newspaper	1,098	1,109	1,131
Drama Club	1,098	1,109	1,131
As Schools Match Wits	1,098	1,109	1,131
Ski Club	548	554	565
SAT Administrator	694	701	715
SADD	704	711	725
Peer Leadership	369	373	381
Mt. Bike Club	369	373	381
Art/Photography	369	373	381
Outdoor Club	369	373	381
World Languages	369	373	381
Key Club	368	372	379
Renaissance Coordinator	707	714	728
M.S. Damatics	368	372	379
M.S. Arts Club	530	535	546
8th Grade Trip	554	560	571
National Honor Society	368	372	379
Culinary Arts	1,081	1,092	1,114
Band Director	3,235	3,267	3,332

Choral Director (H.S.)	1,615	1,631	1,664
Choral Director (M.S.)	1,615	1,631	1,664
H.S. Theater Director	3,193	3,225	3,290
Assitant Theater Direc- tor	1,390	1,404	1,432
Model United Nations	530	535	546
Jazz Band Director	705	712	726
H.S. Gay/Straight Alliance	464	469	478
M.S. Talk It Out Mediation	923	932	951
M.S. LEO	179	181	185

## APPENDIX B

<u>Position</u>	<u>7/1/2014</u>	<u>7/1/2015</u>	<u>7/1/2016</u>
Athletic Director	14,928	15,077	15,379
Varsity Soccer Coach	3,296	3,329	3,396
JV Soccer Coach	2,191	2,213	2,257
Varsity Football Coach	4,347	4,391	4,479
Assistant Football Vcoach	2,623	2,649	2,702
Fall Cheering Coach	3,296	3,329	3,396
Fall Non-Competition Cheer	1,649	1,666	1,699
Varsity Basketball	4,347	4,391	4,479
JV Basketball	2,695	2,722	2,776
Ice Hockey Coach	4,347	4,391	4,479
Swimming Coach	3,296	3,329	3,396
Assistant Swimming Coach	1,968	1,988	2,028
Winter Cheering Coach*	3,296	3,329	3,396
Assistant Winter Cheering*	1,833	1,851	1,888
Winter Non-Competition	1,649	1,666	1,699
Winter Assistant Non-Comp	917	926	945
Varsity Base/Softball	3,296	3,329	3,396
JV Base/Softball	2,191	2,213	2,257
Varsity Golf Coach	2,623	2,649	2,702
Varsity Volleyball	3,296	3,329	3,396
JV Volleyball	2,191	2,213	2,257
JV Football Coach	917	926	945

\*Competition Squads must be both home game and competition squads.

Service Stipend – A stipend of \$250 will be added to the above stipends and apply after five (5) years of continuous service in the same sport. This service stipend would not apply to the Athletic Director.

MASTERS DEGREE or MASTER +30 PROGRAM APPROVAL

EASTHAMPTON PUBLIC SCHOOLS
EASTHAMPTON, MASSACHUSETTS

- This form requesting Advanced Degree Approval for salary purposes must be filed with the Superintendent before the program begins. Forms may be submitted at a later date in unusual circumstances, provided verbal approval has been received from the Superintendent.
Elective graduate courses taken by individuals not in a prescribed program, must be in their area of concentration in order to be approved as a substitute for course requirements with the approval of the Superintendent (note: P.D.P.'s cannot be used as credit towards a degree program.). A minimum of fifteen (15) academic credits in an approved field of concentration must be contained in the program and the remainder shall relate to and shall be in the general field of education,
For a Masters and/or advanced degree, formal notification must be received from the college or university stating that the individual is enrolled in a prescribed course of study leading to an advanced degree upon an individual's acceptance into that program.
If a person receives an advanced degree during the contractual year, he/she will remain on the same salary step until the end of that contractual year.
If your intent is to complete your program during the summer, the Superintendent must be notified prior to June 1st to ensure salary increase for the upcoming year.
If you intend to use a course(s) for a salary step increase, you must submit a yellow "Course Approval for Step Increase" form.
Use the reverse side as a progress report/update of your degree or program status and submit to the Superintendent's Office on June 1 and December 30 of each year.

TO BE COMPLETED BY THE EDUCATOR

DATE: \_\_\_\_\_
TO: Superintendent of Schools
FROM: \_\_\_\_\_
Print or Type Your Name
RE: MASTERS DEGREE, ADVANCED PROGRAM. or MASTERS +30 APPROVAL

- 1. Institution(s): \_\_\_\_\_
2. Type of degree/program: \_\_\_\_\_
3. Area of Concentration: \_\_\_\_\_
4. Number of credits needed for degree/program. \_\_\_\_\_
5. Projected date degree to be received/program completion: \_\_\_\_\_
Program description for Masters/or description of intended program as it appears in catalogue: (you may attach description)

TO BE COMPLETED BY THE SUPERINTENDENT OF SCHOOLS

\_\_\_\_\_ Program Approved No further approval needed for individual courses needs to take place until the completion of the program (unless credits are needed to advance on the salary schedule. The program approval form, accompanied by the official college record of grades and credits, must be submitted to the Superintendent's Office. Following appropriate action by the Superintendent's Office, these documents will become a permanent part of the educator's dossier.

\_\_\_\_\_ Program Not Approved: please refer to section 8.1.2 of the contract.



10/04

**APPENDIX D**  
**COURSE APPROVAL FOR STEP INCREASES**

**Appendix E**  
Job Locator: 3.02.4

**TITLE: EPS CURRICULAR TEAM LEADERS for Major Subjects revised Jan. 2007**

EPS Curricular Team Leaders will assist the administration by serving as liaisons to the staff in the middle school and high school, providing leadership in the following areas:

1. communication
2. budget formation
3. materials
4. staffing
5. curriculum development and revision
6. professional development

This is not a supervisory position and does not incorporate any evaluative responsibilities.

**DISTRICT RESPONSIBILITIES** (reports to the Director of Curriculum)  
(\$1,023 – 1% eff. 7/1/2014; \$1,033 – 1% eff. 7/1/2015;

\$1,054 – 2% eff. 7/1/2016)

1. Participate in district level curriculum committee (five 2 hr. meetings/year)
2. Assist the Director of Curriculum and building administrators by facilitating professional development activities and/or departmental work related to curriculum (approximately 2 - 3hrs./month)

**BUILDING RESPONSIBILITIES** (overseen by Director of Curriculum)  
(\$1,023 – 1% eff. 7/1/2014; \$1,033 - 1% eff. 7/1/2015;

\$1,054 – 2% eff. 7/1/2016)

1. Participate in curricular planning, associated meetings as organized, research curricular options, and assist in planning for curricular staff development
2. Work with administration to ensure alignment with the curriculum frameworks
3. Assist in collection, distribution, analysis, and reporting of MCAS, AYP, and other assessment data
4. the above work should come to approximately 2-3 hrs./month

**BUILDING RESPONSIBILITIES** (Reports to the building principal)  
(\$1,023 – 1% eff. 7/1/2014; \$1,033 - 1% eff. 7/1/2015;

\$1,054 – 2% eff. 7/1/2016)

1. Set agenda and hold monthly meetings with team members and provide summary meeting minutes to team members and administration (1½ - 2 hr/month) (to carry out #s 4-8 under building responsibilities under principal and 1-3 under building responsibilities under Director of Curriculum with equal time commitments). These meetings are intended to be during one of the two scheduled after school faculty meetings/month.
2. Meet monthly with building administration to discuss matters related to areas of responsibility (1½ -2 hr/month)
- 3 1) At the high school to update the Program of Studies, review and revise course offerings, and/or related staffing; 2) At the middle school to review and revise curriculum and programs as needed
4. Provide input and leadership with budgets (following all guidelines and timelines established by administration)
5. Support and assist in improvement activities identified in school and district plans, and appropriate audits and reports (such as NEASC High School Statement of Purpose, AYP

- plans, etc.)
6. Assist in identifying and utilizing community resources to enhance curriculum
  7. Assist with the supervision of care and maintenance of materials and equipment and with inventory of books, materials, and equipment
  8. Assist in providing information regarding activities, initiatives, and documents to local media, school newspaper, parent newsletters, and the web site

COMPENSATION: \$3,069 annual stipend per team leader 1% eff. 7/1/2014; \$3,100 annual stipend per team leader 1% eff. 7/1/2015; \$3,162 annual stipend per team leader 2% eff. 7/1/2016. Participation in all system wide and/or content area curriculum meetings during the school year is covered in this sum. Summer work, if necessary, will be paid at the negotiated hourly rate.

Regularly funded positions (local and/or grants) = 9 positions

HS math  
HS ELA  
HS social studies  
HS science  
MS math  
MS ELA  
MS social studies  
MS science

Depending on NCLB, DOE, and/or district curricular and PD needs in any given year, additional district Curricular Team leader positions could include:

Health/PE  
Fine/Performing Arts  
World Language  
Technology

**IMPLIED IN THESE CHANGES IS THAT A DISTRICT PROFESSIONAL DEVELOPMENT COMMITTEE WOULD BE A SEPARATE ENTITY, PAID A SMALL STIPEND FROM GRANTS FUNDING.**

**TITLE: EHS TEAM LEADERS for Core Subjects  
revised Jan. 2007**

EHS elective Team Leaders will assist the administration by serving as liaisons to the staff in the middle school and high school, providing leadership in the following areas:

7. communication
8. budget formation
9. materials
10. staffing
11. curriculum development and revision
12. professional development

This is not a supervisory position and does not incorporate any evaluative responsibilities.

**BUILDING RESPONSIBILITIES** (Reports to the building principal)  
(**\$1,137 – 1% eff. 7/1/2014; \$1,148 - 1% eff. 7/1/2015; \$1,171  
– 2% eff. 7/1/2016**)

1. Set agenda and hold monthly meetings with team members and provide summary meeting minutes to team members and administration (1 ½ - 2hr/month) (to carry out #s 4-8)
2. Meet monthly with building administration to discuss matters related to areas of responsibility (1 ½ - 2 hr/month)
3. 1) At the high school to update the Program of Studies, review and revise course offerings, and/or related staffing; 2) At the middle school to review and revise curriculum and programs as needed
4. Provide input and leadership with budgets (following all guidelines and timelines established by administration)
5. Support and assist in improvement activities identified in school and district plans, and appropriate audits and reports (such as NEASC High School Statement of Purpose, AYP plans, etc.)
6. Assist in identifying and utilizing community resources to enhance curriculum
7. Assist with the supervision of care and maintenance of materials and equipment and with inventory of books, materials, and equipment
8. Assist in providing information regarding activities, initiatives, and documents to local media, school newspaper, parent newsletters, and the web site
9. Participate in curricular planning, associated meetings as organized, research curricular options, and assist in planning for curricular staff development occasionally ( up to ½ hr. month)

Compensation: \$1,137 per year – 1% eff. 7/1/2014  
\$1,148 per year - 1% eff. 7/1/2015  
\$1,171 per year – 2% eff. 7/1/2016

Departments included: Health/PE, fine/performing arts, technology, world language, guidance, SPED

See EPS curricular team leaders for added opportunities in given years for major curriculum development and leadership

## APPENDIX F

### HEALTH INSURANCE SIDE LETTER

October 9, 2008

Mr. Robert Parent, President  
Easthampton Education Association

Dear Mr. Parent:

The purpose of this letter is to give written expression of my understanding of the tentative agreement reached on October 8, 2008, during our mediation session with Michael Boyle.

This understanding is as follows:

1. The Easthampton Education Association will accept the School Committee, "Basis for Settlement", dated September 24, 2008.
2. The School Committee will reimburse School Department employees for a maximum of \$20,000, per fiscal year, for documented expenses resulting from any new Health Insurance deductible that emanates from changes in Health Insurance plan design under the Insurance Advisory Committee process as delineated in Item #5 in the September 24, 2008 School Committee proposal. The amount of the reimbursement will be calculated as the difference between the new deductible under the employee's Health Insurance Plan and the savings in reduced premium costs. The above referenced \$20,000, will be the limit of any reimbursement total made to School Department Employees in any fiscal year.

For the Easthampton School Committee,

-----  
Thomas Brown, Chairman

Enclosure: September 24, 2008 "Basis for Settlement"