

SETTLEMENT AGREEMENT
BY AND BETWEEN
THE WESTFIELD SCHOOL COMMITTEE
AND
THE WESTFIELD EDUCATION ASSOCIATION
MASSACHUSETTS TEACHERS ASSOCIATION

The Westfield School Committee and the Westfield Education Association, MTA hereby agree to the following terms, conditions, and understandings to be incorporated into the successor collective bargaining agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.


1. The parties agree to form a Joint Labor Management Committee (JLMC) to discuss raising stipends/clubs.
2. The parties agree to form a JLMC to discuss district-wide protocols on child behavior.
3. The parties agree to form a JLMC to discuss evaluations.
4. Before any changes to special education programming takes place district wide, a JLMC will be developed that involves members of all instructional levels. The focus of the group is to a) develop protocols and practices for scheduling special education students in general education classes; b) consider equitable distribution of said students; and c) support the co-teaching model as well as other viable options.
5. Duration: The parties agree to change the dates throughout the contract to reflect a one year duration, and then a second contract to reflect a three year duration.
6. The parties agree to incorporate the Memorandum of Agreement regarding Chapter 74 programs.
7. Article V – Teaching Hours and Teaching Load:
 - a. Add the following to Section D: “Effective upon the commencement of the 2020-2021 school year, Early Release Staff Development (ERSD) days shall be eliminated and there shall be four (4) professional development days of six and one-half (6.5) hour duration each. The activities and/or professional development on two (2) of the professional development days shall be district determined, and two (2) of the days shall be a la carte professional development offerings. Two (2) of the professional development days shall be scheduled contiguous to the start of the student school year, and the other two (2) days shall be held before March 15.”
 - b. Reword Section E to read as follows: “Effort shall be made to schedule classes in secondary schools so that secondary school teachers shall not be required to teach more than two (2) fields, nor more than three (3) preparations daily. However, a

- PTS teacher may choose to teach additional courses, provided that the teacher signs an annual agreement to do so.”
- c. Reword the second sentence of Section F to read as follows: “Effective upon the commencement of the 2020-2021 school year, each Unit A employee in the elementary schools will have a minimum of five (5), fifty (50) consecutive minutes, duty-free preparation periods per week (this includes specialists and other non-classroom personnel).”
 - d. Add the following to Section F: “Effective upon the commencement of the 2020-2021 school year, one (1) of the preparation periods per week at the elementary level through grade 4 will be administratively directed preparation time. However, in the event a teacher is not provided a total of five (5) preparations in a given week due to a holiday, snow day, etc., then the remaining preparation periods during that same week shall not be administratively directed.”
8. Article XIV – Positions in Summer School, Evening School and Under Federal Programs: Reword Section C to read as follows: “Teachers with proficient previous Westfield Summer School or Evening School teaching experience shall have first preference.”
 9. Article XXI – Extended Leaves of Absence Without Pay: In the first paragraph of Section D, change “up to eight (8) calendar weeks” to “up to forty (40) consecutive work days, prorated based upon their full-time equivalent status,”
 10. The parties agree to implement the attached evaluation tool marked “A” for employees working in the summer school under Title 1, and the attached evaluation tool marked “B” for employees working the summer school who are not covered by Title 1.
 11. Appendix A – Salaries:
 - a. Effective August 25, 2019, 1.0% wage increase. Note: The parties shall enter a one year contract to reflect just this wage increase, but no other changes to the agreement.
 - b. Effective August 25, 2020, 2.0% wage increase. Note: The parties shall enter a three year contract, which shall reflect the wage increases and all other language changes.
 - c. Effective August 25, 2021, 2.0% wage increase.
 - d. Effective August 25, 2022, 2.0% wage increase.
 12. Effective August 25, 2020, home exigency days will be removed from the contract.
 13. Effective on the 92nd day of the 2019-2020 school year or upon ratification by both parties, whichever occurs later, one (1) additional personal day will be added. The parties agree that personal days will also cover religious observance days (i.e., there would be no separate paid leave time beyond personal days for religious observance).
 14. The parties agree to remove substitute pay rates from the contract.

15. The parties agree to remove the language requiring nurses to teach health classes.


16. The parties agree to remove the agency service fee language, and to insert the following reference in its place: "The Committee agrees to abide by the provisions of M.G.L. c. 150E in regard to Association rights and privileges."

FOR THE WESTFIELD SCHOOL
COMMITTEE



Dated: 12-20-19

FOR THE WESTFIELD EDUCATION
ASSOCIATION, MTA



Dated: 12/20/19

Donald F. Humason Jr., Mayor
1/10/2020