

AGREEMENT

Between

THE WESTFIELD SCHOOL COMMITTEE

and

WESTFIELD EDUCATION ASSOCIATION

MASSACHUSETTS TEACHERS ASSOCIATION

NATIONAL EDUCATION ASSOCIATION

UNIT B

July 1, 2010 to June 30, 2013

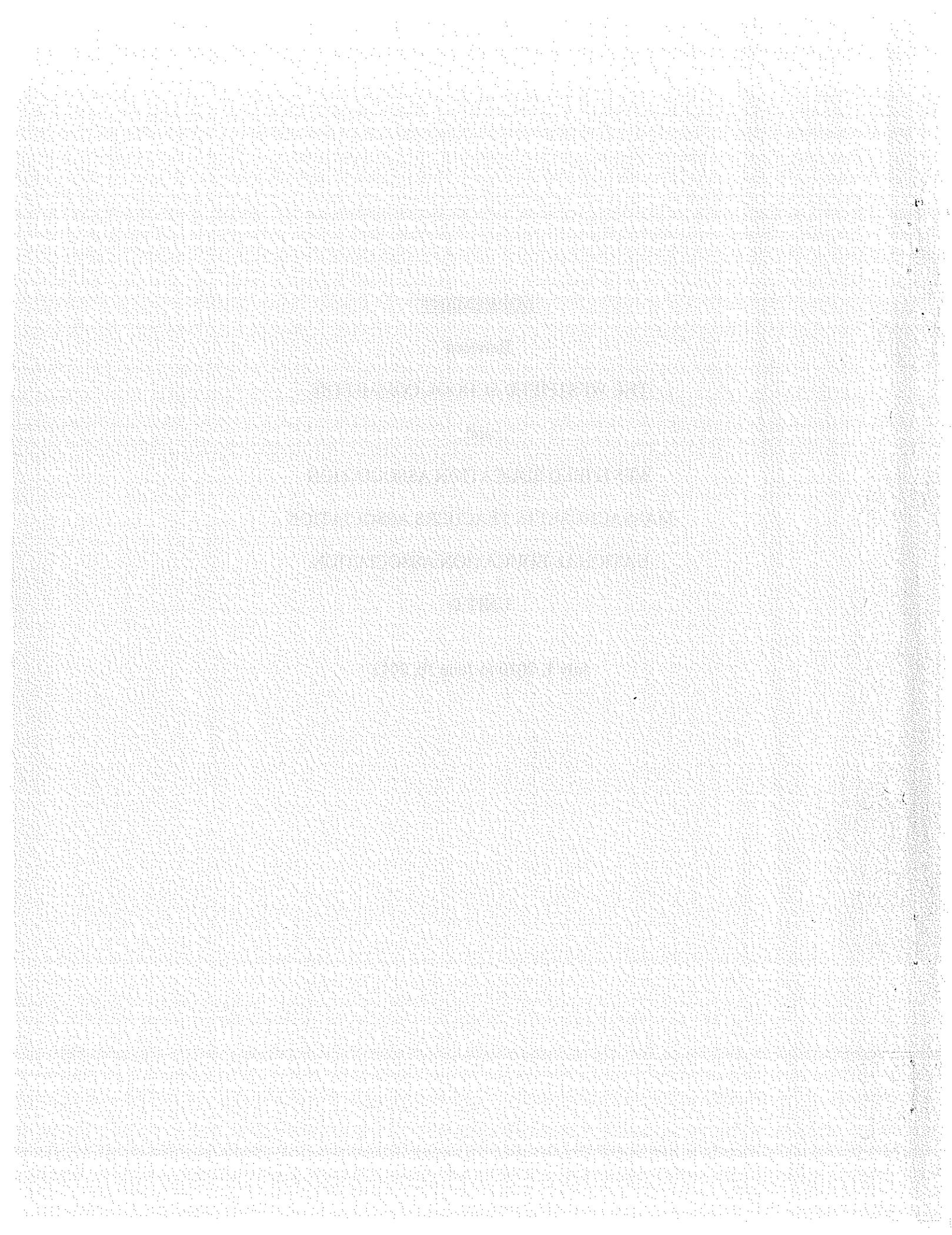


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ARTICLE I
RECOGNITION

The Committee recognizes the Association (WEA-MTA-NEA) for purposes of collective bargaining as the exclusive representative of a unit, to be known as Unit B, consisting of all Assistant Principals, Assistant Director of the Vocational School, Special Education Supervisors, Subject Area Supervisors reporting directly to the Superintendent of Schools, and the Lead Nurse and excluding:

The Superintendent of Schools
The Assistant Superintendent of Schools
The Administrative Assistants to the Superintendent of Schools;
Vocational School Director;
Building Principals;
Director of Special Education;
Director of Human Resources;
Director of Curriculum/Instruction;
and all other employees of the Westfield School Committee.

ARTICLE II
NEGOTIATION PROCEDURES

- A. Not later than eleven (11) months prior to the expiration of this agreement, the Committee agrees to negotiate with the Association over a successor Agreement in accordance with the procedure set forth, herein in a good-faith effort to reach agreement concerning administrators' wages, hours and other conditions of their employment. Such negotiations shall be as intensive as needed to reach agreement or impasse prior to December 15 of the year prior to the expiration date of the Agreement and will include, but not be limited to, the handling of grievances; fringe benefits, calendar, administrators' hours, specialists, class size, administrator facilities, use of school facilities, administrator and teaching assignments, transfers, filling of vacancies, promotions, text-books, summer school and evening school programs, administrator evaluation, indemnification of Unit B personnel, sick leave, severance pay, leaves of absence, sabbatical leaves, administrative leaves, personal injury benefits, teaching materials, professional development and educational development. Any agreement so negotiated will apply to all administrators, and will be reduced to writing and signed by the Committee and the Association.
- B. During negotiation, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Committee will make available to the Association for inspection all pertinent records of the Westfield School System. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.

No personnel records shall be released for inspection without prior written approval of the personnel involved and without the written approval of the Superintendent.

- C. If the negotiations described in this Article II have reached an impasse, the procedure described in Chapter 150-E of the Massachusetts General Laws, amended from time to time, will be followed.
- D. In the event that the Association or the Committee desires to make any proposal, the subject matter of which is not covered by the terms of this agreement, it may submit such proposal in writing and request a meeting. The Committee and the Association will arrange for a mutually satisfactory time and place for a meeting to negotiate over such proposal within thirty (30) days after receipt of the proposal, unless the Committee and the Association mutually agree to an extension of time for such meeting. During the initial and subsequent negotiation meetings, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Committee shall make all pertinent records and information available for inspection to the Association. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

If an agreement is reached, it will be presented as a joint recommendation of the Committee and the Association if the matter is one upon which Committee action is necessary.

In the event that no agreement can be reached under any proposal under this Article, such impasse shall not be subject to the procedure set forth in Section C.

- E. Before the Committee adopts a change in policy which affects professional functions of an educational nature now being performed by members of the bargaining unit and/or a change in policy which affects (1) wages, (2) hours, or (3) any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Committee will notify the President of the Association by letter that it is considering such a change. The Association will have the right to negotiate with the Committee, provided that it files such a request with the Committee within five (5) days after receipt of such notice.
- F. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.
- G. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapters 149 and 150 as amended. The Committee further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

- A. Definition - Any claim by the Association or an employee covered by this Agreement that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, a violation of its or his right to fair treatment, or violation of any established policy or practice, shall be a grievance.

- B. Time Limits - All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school terms or as soon as possible thereafter. The number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. Any grievance which is not submitted within thirty (30) days of the date it arose or the date the employee knew or should have known of its existence is untimely and will have no standing under this Article.
- C. Association Representation - Representation, chosen by the Association, shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented. Nothing herein contained will be construed as limiting the right of any administrator having a grievance from discussing the matter informally with his supervisor, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and further, that no administrator shall be required to discuss any grievance except in the meetings provided below and where his representative is present.
- D. Procedure - The parties acknowledge that it is usually most desirable for an employee and his supervisor to resolve problems through free and informal communications. When requested by either party, the Association representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy the supervisor and the administrator then a grievance may be processed as follows:

Level 1 - If the complaint is not resolved in the informal meetings, then the employee or the Association may present the grievance in writing to the supervisor who will arrange a meeting within ten (10) days.

The Association's representative, the supervisor, and the aggrieved administrator shall be present for the meeting. The supervisor must provide the aggrieved administrator and the Association with a written answer on the grievance within five (5) days.

Level 2 - If the grievance is not resolved in Level 1, then the Association shall refer the grievance to the Superintendent within ten (10) days. He/she shall arrange for a meeting with the Association's representatives and the aggrieved employee, within ten (10) days of his/her receipt of the appeal in an effort to resolve the grievance. The Superintendent must provide the aggrieved administrator and the Association with a written answer on the grievance within ten (10) days.

Level 3 - If the grievance is not resolved in Level 2, or the Level 2 time limits expire without the issuance of the Superintendent's written answer, the Superintendent shall arrange for a meeting between the Association's representatives and the School Committee or its representative to take place at the next regularly scheduled meeting of the School Committee or sooner at the discretion of the School Committee. Upon conclusion of the hearings, the Committee will provide the Association with their written decision within six (6) days.

Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance.

Level 4 - If either party is not satisfied with the disposition of the grievance at Level 3, or the Level 3 time limits expire without the issuance of the School Committee's written answer, then the Association may submit the grievance to final and binding arbitration as follows. If a demand for arbitration is not filed within thirty (30) days of the date of the School Committee's Level 3 reply, then the grievance will be deemed withdrawn. Neither the School Committee nor the Association will be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.

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 equally by the parties.

The authority of the Arbitrator shall be limited to construing and interpreting the rights of the parties, under the terms of this Agreement. He has 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.

All expenses and fees, incurred by the Arbitrator and/or the American Arbitration Association, shall be borne equally by the parties to this Agreement, while the parties shall bear the full costs for its representative in arbitration.

- E. General Provisions - The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.

Provided the parties agree, Level 1, and/or Level 2, of the Grievance Procedure may be bypassed and the grievance brought directly to the next step.

No reprisals of any kind will be taken by the School Committee or the School Administration against any administrator because of his participation in this Grievance Procedure.

The School Committee and the Administration will cooperate with the Association in its investigation of any grievance, and, further, will furnish the Association with such information as required for the processing of any grievance.

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

ARTICLE IV SALARIES

- A. Salaries are included in Appendix A and are incorporated into this Agreement by reference. FY 2012 salaries increased by 1 percent, retroactive to start of fiscal year and effective for FY 2013, salaries increased by 1 percent.

B. The biweekly payment plan currently in operation shall be continued until such time as a change shall be mutually agreed upon and made a part of the Agreement.

C. Co-curricular staff will be paid for services in accordance with the following schedule:

50% of scheduled salary - midpoint of service rendered, Final 50% of scheduled salary - conclusion of service, Intramurals will be paid at the end of their respective seasons.

D. The Committee agrees to adopt the administrator's Initial Contract, Long-Term Contract, and the Annual Salary Agreement.

E. Administrators hired to or reduced to less than full time will have their benefits and compensation pro-rated on their time worked.

F. When administrators are assigned to supervise events, workshops and the like, attended by teachers who are being paid to attend and when these times are beyond the normal administrative work day and/or year, administrators will be compensated at a rate of forty-four dollars and seventy eight cents (\$44.78) for school year 2011-2012 and forty-six dollars and sixty-five cents (\$46.65) effective July 1, 2012.

G. Stipends for Grant Writers

Unit B members involved in writing grants will submit proper documentation for work completed beyond their regularly scheduled work day and be compensated at the approved hourly rate.

H. Athletic Director

The Director of Athletics shall have his/her work year extended up to five (5) days at the discretion of the Superintendent. He/she will be paid on a per diem basis for all time worked in excess of his/her normal work year.

I. Each employee on the payroll as of July 1, 2010 will receive five (5) days paid upon separation from service at the rate at the time of separation. This will accrue and be paid in addition to any severance/sick leave buyback the employee is otherwise entitled to receive.

A letter will be sent to each employee in the Unit eligible for the five (5) days paid upon separation of service that was agreed to in the July 1, 2010-June 30, 2011 Agreement and a copy will be placed in each such employee's file and it will include the language of this section of the Agreement (Article IV.I).

If the School Committee determines that financial conditions permit the District to buy-back the furlough days agreed to in the 2010 Memorandum of Agreement, then employees will be notified of the ability to receive payment prior to retirement. It is the sole decision of the employee whether to elect to receive the five (5) days pay. The School Committee shall retain the right to determine all details concerning this provision.

FOOTNOTES TO BASIC SCHEDULE

- (1) Master's Degree plus 30 hours: These thirty (30) semester hours of credit must be earned subsequent to receipt of the Bachelor's Degree, and not already used for credit towards the Master's Degree.
- (2) Master's Degree plus 45 hours: These forty-five (45) semester hours of credit must have prior approval of the Superintendent or his designee and must be earned subsequent to receipt of the Bachelor's Degree, and not already used for credit toward the Master's Degree.

Employees who have 45 hours of acceptable credit shall be placed on this schedule. Employees working toward this level shall have the credits already received evaluated by the Superintendent or his designee and approved credits may be applied towards this level.

- (3) C.A.G.S. Diploma: The Certificate of Advanced Graduate Study may be obtained in education and subject matter or related area. Personnel employed as of June 27, 1967, by the Westfield School System may, at the discretion of the Superintendent of Schools, be placed on the C.A.G.S. Schedule when they have completed graduate work equivalent to a C.A.G.S. Diploma. For those holding two (2) Master's degrees or a Master's degree plus 30 credits, and therefore paid on a Master's +30 schedule, an additional 15 credits is necessary to obtain a C.A.G.S. equivalency. The additional 15 credits must have the approval of the Superintendent and must not have been previously used for placement on the salary schedule.
- (4) Master's plus 60 hours: These sixty (60) semester hours of credit must have prior approval of the Superintendent or his designee and must be earned subsequent to receipt of the Bachelor's Degree, and not already used for credit toward the Master's Degree.
- (5) Doctor's Degree: The Doctor's Degree may be obtained in Education and subject matter or related area. Administrators with a J.D. will be placed on the doctoral schedule when they have passed the Massachusetts Bar Examination.
- (6) Advancement to the next higher pay schedule will be made on July 1, or January 1, following completion of all academic requirements toward the next higher degree or salary requirement. Effective July 1, 1997, an administrator intending to receive an advance degree or credits which would provide for advancement to the next higher pay schedule must notify the Superintendent, in writing, no later than February 1st of the year preceding the financial budget being prepared. Administrators who fail to provide notice will not receive their column movement until the next fiscal year. A letter will be issued to all staff annually in December reminding them of their obligation.

All courses taken subsequent to September 1967, for C.A.G.S. equivalency credit must be in an accepted area of concentration and each course must have approval for each individual's program before such course is taken.

The Superintendent will be responsible for authorizing approval of concentration areas and courses. Persons not eligible by September 1967, who anticipate future placement on C.A.G.S. schedule are required to submit to the Superintendent, in writing, a plan or list of courses (totaling the 15 additional credits) taken or to be taken to satisfy the equivalency C.A.G.S. requirement. Prior approval must be obtained before taking any courses subsequent to September 1967. The Superintendent will notify, in writing, individuals of plans or lists of courses approved for equivalency.

Regular increments and seniority step increases:

- (1) Regular increments and seniority step increases are not automatic.
- (2) To qualify for a regular increment or seniority step increase an administrator must be recommended by the Superintendent as having done satisfactory work.
- (3) All regular increments and seniority step increases must be approved annually by the Superintendent.
- (4) The Superintendent reserves the right to withhold a regular increment or seniority step increase for the following reasons:
 - (a) inefficiency,
 - (b) insubordination,
 - (c) conduct unbecoming an administrator, or
 - (d) for any other reason the Superintendent considers to be detrimental to the school system.
- (5) No increment or seniority step increase shall be withheld:
 - (a) unless said administrator agrees in writing to have said increment or seniority step increase withheld for the stipulated school year or pay period, or
 - (b) unless, at least 30 days, exclusive of customary vacation periods, prior to the determination of the Superintendent, the administrator shall have been notified of such intended vote, and
 - (c) unless, if he requests, he shall have been furnished by the Superintendent with a written charge or charges of the cause or causes for which his increment is being withheld, or
 - (d) unless, if he so requests, he has been given a hearing before the Superintendent at which he may be represented by counsel, present evidence and call witnesses to testify in his behalf and examine them, or
 - (e) unless the charges shall have been, substantiated.

ARTICLE V
ADMINISTRATOR WORK DAY AND WORK YEAR

- A. For the 2007-2008 school year, the starting and dismissal times for all schools and the time at which teachers will be at their assigned stations shall be as follows:

<u>Starting and Dismissal Times:</u>	<u>Pupils</u>	<u>Teachers</u>
<u>Elementary Schools:</u>		
	9:00 a.m.	8:45 a.m.
	3:00 p.m.	3:15 p.m.
<u>Middle School:</u>		
	8:00 a.m.	7:50 a.m.
	2:29 p.m.	2:35 p.m.
<u>Senior High School/Vocational:</u>		
<u>High School</u>	7:20 a.m.	7:15 a.m.
	1:56 p.m.	1:59 p.m.

- B. Administrators will work at their assigned tasks for at least the length of the classroom teacher's workday. The exact daily schedule will be worked out on an individual basis, subject to the final approval of the Superintendent. The School Committee has the discretion to change building hours provided no increase in length of the Administrator work day.
- C. It is recognized, however, that the proper performance of their duties may, on occasion, require personnel to work longer than the normal working day.
- D. The work year of all Secondary Assistant Principals will be two hundred fourteen days (214).

The work year for Special Education Supervisors shall be two hundred three days (203).

The work year of all other positions in this bargaining unit will be one hundred ninety-nine (199) days.

The work year (July 1 - June 30) of all members of this bargaining unit will be scheduled by the Superintendent of Schools or his/her designee.

The Superintendent or his/her designee will solicit and consider requests from individual administrators regarding the scheduled work year but the final determination of the work year scheduled will result with the Superintendent of Schools.

Administrators will normally be advised annually of their work year schedule on or before June 1. Said schedule to be effective on July 1.

Administrators will not be scheduled to work on holidays recognized by the Commonwealth of Massachusetts, provided school is not in session.

Changes in an individual administrator's schedule will generally not be made after June 1, unless such changes are consistent with the best interests of the Westfield Public Schools.

Requests for a change in the work year schedule by individual administrators will be considered on an individual basis and subject to the best interests of the Westfield Public Schools.

Any additional workdays beyond the required work year requested or approved by the Superintendent or designee will be paid on the per diem rate of the individual administrator involved. The per diem rate shall be the annual salary divided by the number of workdays specified above.

- E. If present facilities become inadequate to meet educational needs, these hours may be changed to provide for the necessary educational requirements. But such hours will not be changed without prior consultation and negotiation with the Association in accordance with the provisions of this contract.
- F. The Committee recognizes the need to provide administrators with adequate opportunity to develop curriculum or learning improvement programs or materials. This opportunity will be afforded administrators working in a group effort or on an individual level. It is agreed that upon submission to the Superintendent of a specific plan, individual administrators or groups of administrators may be released from normal responsibilities for the purpose of research, grant writing, or the study and development of curriculum materials. The duration of release shall be appropriate to the need.

For certain limited cases, it may be necessary to dismiss school at a time earlier than the regularly scheduled time in order to allow administrators to engage in curriculum study, in-service educational programs, and the like. The Committee agrees to allow such time.

- G. Vacation Days - Vacation days will normally be taken when school is not in session. However, with prior approval of the Superintendent of Schools, up to five (5) vacation days may be allowed when school is in session.

ARTICLE VI CLASS SIZE/CASE LOADS

The Committee and the Association agree that reductions in some present class sizes are desirable, and to the extent possible in view of the availability of staff, facilities, and the availability of funds, such reductions will be made.

Recognizing that there are factors beyond the District's ability to control, the District's authorized representative will nevertheless make a reasonable effort to make caseloads of special education supervisors equitable.

ARTICLE VII
NON-ADMINISTRATIVE DUTIES

- A. The Committee and the Association agree that the primary purpose of the administrator is to administer and supervise, and that his energy should, to the extent possible, be utilized to this end. The Committee agrees to make reasonable effort to relieve administrators of the duties listed below in order that more of the administrator's time may be devoted to administration and supervision.

These duties include, but are not limited to, such things as: collection of milk money, lunch money, banking money, collection for PTA and charities, insurance application and collections, book distribution, duplication of instructional materials and maintenance of school registers.

- B. Each administrator shall be provided a duty free lunch period in addition to any preparation periods provided, such lunch period to be at least as long as the regularly scheduled lunch period for students in the school where the administrator is employed.
- C. Administrators will not be required to drive pupils to activities which take place away from the school buildings. Administrators may do so voluntarily.

ARTICLE VIII
ADMINISTRATOR EMPLOYMENT

When employing new administrators, the Superintendent of Schools is to place the administrator on the appropriate step in the salary schedule, taking into consideration the following:

1. Degree status.
2. Previous administrative experience--either public school or private school acceptable to the Superintendent who shall not reasonably withhold such acceptance--provided such experience shall have been continuous service of more than one-half (1/2) of any school year.
3. Military service.
4. Vista and/or Peace Corps service.
5. Any person appointed to a position within the scope of this Agreement will have his prior administrative experience evaluated and may receive credit on the salary schedule for prior administrative experience regardless of when such experience shall have been granted.
6. Administrators and others currently employed by the Westfield Public Schools will, when promoted, suffer no loss of earnings. Such administrators will be placed at the lowest salary step of the new position, which is consistent with this no loss of earnings concept.

ARTICLE IX
ADMINISTRATOR ASSIGNMENT

- A. Administrators will be notified in writing of their assignment for the coming school year, including the school(s) to which they will be assigned, the grades and/or subjects that they will supervise, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1st.
- B. In order to assure that pupils are taught by supervisors working within their areas of competence, supervisors will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor field of study.
- C. In arranging schedules for administrators who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such administrators will be notified of any changes in the schedules as soon as practicable.
- D. Administrator assignments will be made without regard to race, creed, color, religion, nationality, sex or marital status.

ARTICLE X
REDUCTION IN FORCE

- A. In the event the School Committee determines it necessary to reduce the number of administrators included in the bargaining unit, administrators whose positions are eliminated or affected by the provisions of this Article shall be notified, in writing, no later than June 1st and shall be laid off according to seniority as an administrator in the Westfield Public Schools, when in the best interest of the total school program and in the following order:
 - 1. Be transferred to a vacancy in the bargaining unit for which he/she is qualified, or becomes qualified before the effective date of the layoff, provided however, intent to obtain such qualifications be given, in writing, to the Superintendent within fifteen (15) days of the notice of the layoff; or
 - 2. If qualified, replace the least senior administrator position, with less bargaining unit seniority; or
 - 3. Replace the least senior administrator with less bargaining unit seniority, for which the administrator is qualified; or
 - 4. Be placed in a teaching position for which he/she is qualified according to Unit A seniority, as defined in the Collective Bargaining Agreement between the Westfield School Committee and the Westfield Education Association/Unit A; or
 - 5. Be laid off, subject to recall -rider Paragraph E.
- B. Qualified means the administrator has, on file with the office of Superintendent, documented evidence that he/she possesses the necessary qualifications to meet the

requirements of the duties and responsibilities of the position sought, as specified in the job description of such position.

- C. "System-wide Seniority" means the actual number of years, months, and days of continuous service from the last date of employment by the Westfield School Committee. "Bargaining Unit Seniority" means the actual number of years, months, and days of continuous service from the date of employment as an administrator by the Westfield School Committee. Administrators will be credited for seniority purposes with all time spent on Leave of Absence covered by this Agreement. In cases involving administrators with identical bargaining unit seniority, preference for retention in, or recall to Unit B, will be given to the administrator with the most system wide seniority. In cases, with identical system-wide seniority, preference for retention in or recall to Unit B will be given to the administrator with the highest level of formal education, subject to the provisions of Paragraph A. In cases of identical seniority, and the same level of formal education, the Superintendent of Schools will determine which administrator will be retained or recalled.
- D. Administrators who have been laid off shall be entitled to recall rights for a period of two (2) years, from the effective date of the respective layoffs. Any declination of an Administrative position, offered by the Committee to the laid off administrator during the recall period, shall be deemed a voluntary resignation and be cause for terminating the administrator's employment with the School Committee.

All benefits to which the administrator is entitled, at the time of lay off, shall be restored in full upon re-employment within recall period. During the recall period, administrators who have been laid off shall be given preference on the teacher substitute list, provided however, they notify the Superintendent, in writing, of their desire to do substitute work. Compensation will be at the substitute teacher rate.

- E. Provided the plan in force permits such action, laid off administrators may be allowed to continue Group Health and Life Insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Committee for the full premium cost. Failure to forward full premium payments to the Committee by the due date, or refusal to return to employment upon recall will terminate this option.
- F. A list specifying the system-wide seniority, bargaining unit seniority, and Unit A seniority shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. Updated seniority lists shall be supplied by the Committee to the President of the Association annually thereafter, by October 15, of each year.

ARTICLE XI TRANSFERS

Although the Committee and the Association recognizes that some transfer of administrators from one school or assignment to another is unavoidable, they also recognize that frequent transfer of administrators is disruptive of the educational process and interferes with optimum administrative performance.

Therefore, they agree as follows:

- A. When a transfer is necessary, qualified volunteers will be considered first.
- B. When involuntary transfers are necessary, an administrator's area of certification, qualifications, performance and seniority will be considered first before determining which administrator is to be transferred. Comparable positions will be made available to administrators being involuntarily transferred, whenever such comparable positions are available.

An involuntary transfer will be made only after a meeting between the administrator involved and the Superintendent (or his designee), at which time the administrator will be notified of the reasons for the transfer.

- C. A list of open positions in other schools will be made available to all administrators being transferred, and all other factors being substantially equal, preference will be given in filling such positions on the basis of seniority. Administrators being involuntarily transferred shall be considered for a vacant position, at any time up to the first day of school, providing the request is made before an administrator is assigned to such vacant position.
- D. Notice of transfer will be given to administrators as soon as practicable and under normal circumstances not later than June 15.
- E. Exceptions to the provisions of Section A, B, C and/or D above, may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the administrators and/or school(s) affected. The Association will be notified of every instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level 2, thereof.
- F. Administrators desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1, and April 15, of each school year to be considered for the next school year. Requests for transfers must be renewed annually or they will be considered withdrawn.

ARTICLE XII VACANCIES AND PROMOTIONS

- A. Whenever any permanent vacancy occurs in an administrative position in this bargaining unit, it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be given to the Association. In both situations, the qualifications for the position, its duties and compensation, in accordance with the current salary schedule, will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and reasons therefore. A disagreement over the necessity for such change will be subject to the grievance and arbitration procedures set forth in this Agreement. No

vacancy will be filled, except on a temporary basis, within thirty (30) days from the date the notice is posted in the schools or the giving of notification to the Association. A permanent vacancy is understood to be the result of termination, death, resignation, retirement, promotion or creation of a new position.

B. All qualified administrators will be given adequate opportunity to make application for such administrative positions, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, seniority, and other relevant factors. In filling such vacancies, first consideration will be given to qualified administrators already employed by the Committee and each administrator applicant shall be granted an interview by the Superintendent or designee before the appointment is made. Appointments will be made not later than ninety (90) days after the notice is posted in the schools or the giving of notification to the Association.

C. Appointments will be made without regard to race, creed, color, age, religion, nationality, sex or marital status.

A. Temporary vacancies are defined as those vacancies which are not permanent as defined in Paragraph A. The Superintendent reserves the right to fill or not fill such temporary vacancies. Should the Superintendent determine to fill such temporary vacancies, it will do so by making an appointment for the length of the temporary vacancy. The Superintendent will make the decision to fill or not fill the temporary vacancy within a reasonable period from the event causing the temporary vacancy. The Superintendent will fill the temporary vacancy within a reasonable period of the posting. In filling such temporary vacancy the Superintendent will give all qualified administrators adequate opportunity to make application for such temporary positions and agrees to give due weight to the professional background and attachments of all applicants and other relevant factors. The temporary administrator will be paid on a per diem rate computed as the difference between the per diem rate of the temporary position and the per diem rate of the temporary administrator's permanent position.

The no loss of earnings concept of Article VIII-(6) will apply. Individuals serving in temporary administrator positions will not accrue any additional seniority for the time served in the temporary assignment.

ARTICLE XII (A)
POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, AND
UNDER FEDERAL PROGRAMS

A. All administrative openings for Summer School and Evening School positions and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as early as possible and administrators who have applied for such positions will be notified of action taken regarding their application as early as possible.

B. Regular administrative positions in the Westfield Summer School and Evening School positions under Federal programs will be filled first by regularly appointed administrators in the Westfield School System. This shall not preclude the Committee from employing outside personnel who, through special qualifications, would enrich the program.

- C. In filling such administrative positions, consideration will be given to an administrator's area of competence, major and/or minor field of study, quality of the administrator's performance, attendance record and seniority in regard to summer school or evening school positions. Administrators with previous Westfield Summer School or Evening School administrative experience shall have first preference.

ARTICLE XIII
ADMINISTRATOR EVALUATION

- A. The parties agree to form an Evaluation Committee consisting of an equal number of members of Unit B of the Teacher's Association and representatives selected by the Westfield Public Schools. The Committee shall meet to discuss and prepare recommended changes to the current Unit B evaluation process and documentation that are consistent with new State evaluation regulations applicable to employees in the bargaining unit. The changes that are recommended by this Committee shall be documented and presented for approval to the appropriate constituents for Unit B of the Teacher's Association and the Westfield Public Schools for implementation beginning with the 2013-2014 school year or as otherwise required by law.

The parties agree that administrators work performance shall be reviewed by a portfolio evaluation addressing three (3) criteria in narrative form: Leadership, Curriculum and Administration/Management. The contents of the portfolio will be developed with your immediate supervisor to insure all areas of the administrator's evaluation will be addressed. All observation of the work performance of an administrator will be conducted openly. Administrators will have the right to discuss such report with their superiors and will be shown a copy of any such evaluation report and upon request will be given a copy.

- B. 1. Administrators will have the right, upon request and prior notice, to review the contents of their personnel file. An administrator will be entitled to have a representative of the Association accompany him during such a review.
2. No material derogatory to an administrator's conduct, service, character or personality will be placed in his personnel file unless the administrator has had an opportunity to review such material. The administrator will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material and his answer shall be reviewed with the Superintendent or his designee and attached to the file copy.
- C. Any written complaints regarding an administrator made to a member of the administration by a parent, student or other person will be promptly called to the attention of the administrator.
- D. The Association recognizes the authority and responsibility of the Superintendent of Schools for disciplining or reprimanding an administrator. If an administrator is to be disciplined or reprimanded by the Superintendent of Schools, he will be entitled to have a representative of the Association present.

- E. No administrator will be disciplined, reprimanded or reduced in rank or compensation without just cause.
- F. The Administrative Evaluation for Unit B will be a four (4) year cycle, consistent with teacher's evaluation cycle.

Non-professional status will be on cycle one (1) for the first three (3) years of the cycle. Professional status Unit B members will be placed on the cycle as determined by their Supervisor.

ARTICLE XIV ADMINISTRATIVE FACILITIES

- A. Each school will have the following facilities:
 - 1. Space in each building in which administrators may safely store instructional materials and supplies;
 - 2. An administrator's work area containing adequate equipment and supplies to aid in the preparation of administrative and instructional materials;
 - 3. A serviceable desk and chair for the administrator in his office;
 - 4. A communication system so that administrators can communicate with the classrooms from the office;
 - 5. A well-lighted and clean male rest room and a well lighted and clean female rest room; and
 - 6. A separate, private dining area for the exclusive use of the administrators and teachers.
- B. An adequate portion of the parking lot at each school will be reserved for teacher and administrator parking.
- C. The Committee and Association recognize that with present conditions, some of these facilities are lacking. Whenever practicable, the facilities will be provided.

ARTICLE XV USE OF SCHOOL FACILITIES

- A. The Association may use school buildings without cost at reasonable times for meetings. Arrangements as to time and place will be made with the principal of the building in question.
- B. There will be a bulletin board in each building, which will be placed in the faculty lounge(s) for the purpose of displaying notices, circulars, and other Association material.

ARTICLE XVI
SICK LEAVE

Sick leave days are essentially a form of insurance protection for the employees and are an inchoate right to compensation that does not vest in an employee until he or she has a bona fide sickness, preventing him or her from reporting for and performing his or her duties. The Employee Reporting Form (Appendix C) properly filled out, will be required of any administrator who has had three (3) incidents of absence in any contract year.

Administrators whose work year is 199 days will be entitled to sixteen (16) sick leave days, each school year as of the first official day of said school year providing they report the first official day; otherwise, it will be pro-rated.

Administrators whose work year is more than 199 days, but less than 220 days will be entitled to seventeen (17) sick leave days as of the first official day of said school year providing they report the first official day; otherwise, it will be pro-rated.

Sick leave days may be accumulated from year to year with no maximum. The Superintendent reserves the right to have an individual examined by a physician of their choosing at the school's expense.

In cases of merit, the Superintendent may allow sick leave beyond the above limits. The following criteria are intended to serve as a just cause standard for testing the reasonableness of the Superintendent's action on request for additional sick leave days.

1. The Administrator has served in the Westfield Schools for more than three (3) years.
2. The illness or injury is of long-term duration.
3. The number of additional days granted will not exceed the number of days accumulated at the start of the illness, but in no event will exceed one hundred eight-two (182) days.
4. The sex or marital status of the administrator will have no basis in the decision to allow or deny the additional days.
5. Additional days will not be considered for elective surgery when it could be scheduled during the summer vacation period.
6. Elective surgery which is scheduled during the summer months and results in a long period of convalescence will not disqualify an administrator from being allowed additional days if the other criteria listed are met.

ARTICLE XVII
SEVERANCE PAY

- A. An administrator upon retirement or his estate, upon his death, will be paid for accumulated unused sick leave days up to a maximum of seventy (70) days. This maximum will be one hundred (100) days provided the administrator has accumulated one hundred eighty (180) days of sick leave on the effective date of retirement.

- B. Payment for the above (A) will be made at the per diem rate of the respective individual.
- C. Should an administrator contemplating retirement specify to the Committee such intent at least one (1) year prior to such retirement, he may, in lieu of A above, receive a salary adjustment for the last year before retirement of an amount equal to the amount he would have received under A above. His accumulated sick leave will be reduced by a like amount.
- D. An administrator who elects to receive his severance pay under the terms of Paragraph B of this Article shall receive a salary adjustment on the salary he receives during his last year of service.
- E. Payment made under this Article will not be considered regular earnings under Chapter 32 of the MGLA.
- F. Administrators intending to retire and receive the benefits of this Article must notify the Superintendent of Schools, in writing, prior to February 1, of the year preceding the financial budget being prepared so that the severance amount may be included before the budget is voted. Administrators who fail to satisfy the February 1 date would not receive their severance benefit until the succeeding budget is prepared and voted.

ARTICLE XVIII
TEMPORARY LEAVES OF ABSENCES

- A. Administrators will be entitled to the following temporary leaves of absence with pay each school year:
 - 1. Two (2) days for religious, personal, legal, business, household or family matters which require absence during school hours, with prior approval of the Superintendent of Schools. This does not preclude the Superintendent from granting additional days should circumstances warrant.
 - 2. At least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with prior approval of the Superintendent of Schools.
 - 3. Time necessary for duly authorized Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions. The number of such representatives attending shall be at the discretion of the Superintendent of Schools.
 - 4. Time necessary for appearances in any legal proceeding connected with the administrator's employment or with the school system or in any other legal proceeding if the administrator is required by law to attend as a witness.
 - 5. Up to five (5) days to arrange for and attend the funeral of a spouse, parent or child. Administrators will be granted up to three (3) days at the discretion of the

Superintendent to arrange for and attend the funeral or other members of the administrator's family or persons who are close as family.

6. Administrators will be granted up to five (5) days at any one time in the event of serious illness requiring bedside or household attention of the members of the administrator's family or persons who are close as family.
7. Ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Administrators will be paid the difference between their regular pay and the pay which they receive from the State or Federal government. The parties acknowledge the repeal by the City of M.G.L. c. 33, § 59.

- B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the administrator is entitled. Any absence occasioned by an administrator's attendance at any convention, conference, seminar, visitation, evaluation, or any similar event when such attendance has been required by a superior shall not be charged against any of the leave provisions of this Article or any other Article of this Agreement.

ARTICLE XIX

EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. The Superintendent agrees that up to two (2) administrators designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (state or national) activities. Upon return from such leave, an administrator will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- B. A leave of absence of up to two (2) years will be granted to any administrators who join the Peace Corps in a teaching capacity or serves as an exchange administrator and is a full-time participant in either of such programs. Upon return from such leave, an administrator will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- C. Military leave will be granted to any administrator who is inducted or recalled to active duty in any branch of the Armed Forces of the United States. Upon return from such leave, an administrator will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of three (3) years. Leaves due to enlistment shall be subject to the Superintendent's approval.
- D. A leave of absence without pay will be granted to an employee who has completed at least three (3) consecutive months of full time employment for the purpose of giving birth, adoption, or paternity, said leave of absence to be hereinafter called maternity leave; providing the employee shall give at least two (2) weeks notice to the Superintendent or his designated representative of her anticipated date of departure and intention to return.

The employee may request a leave of absence of up to eight (8) calendar weeks and be restored to his/her previous or similar position, or he/she may request a longer leave of absence of up to two (2) years, but in such an event he/she may only be restored to his/her previous or a similar position on the first day of school in September. No maternity leave of absence will be granted for a period longer than two (2) years from the date the leave commenced. The employee restored to his/her former position or similar position under this section shall be restored with the same status, pay length of service credit, and seniority where applicable as of the date of her leave.

The Superintendent shall not be required to restore an employee on maternity leave to her previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave; provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

Such maternity leaves shall not affect the employee's right to receive any benefits for which she is eligible at the date of her leave, and any other advantages or rights of her employment incident to her employment position. The maternity leave shall not be included in the computation of such benefits, rights, and advantages, and the Employer need not provide for the cost of any benefits, plans or programs during the period of maternity leave except as provided for other employees on a leave of absence.

- E. Adoption Leave: If an adoption agency requires and certifies that an adopting parent, immediately following the adoption of a child(ren), must stay home with the child(ren), the assistant principal/supervisor will be eligible for such days from the bank of family illness days for a period not to exceed thirty (30) days. Should said bank be reduced to zero, the assistant principal/supervisor shall be required to reimburse said days from his/her own sick/personal leave balances, by first exhausting personal days and then sick leave. When both parents are employed by the Westfield Public Schools and are members of Unit B, they shall have the option of sharing the total not to exceed the thirty (30) day maximum.
- F. A leave of absence of up to six (6) months may be granted for the purpose of caring for a sick member of the administrator's immediate family defined as a father, mother, spouse, or child.
- G. The Superintendent will grant a leave of absence for two (2) terms or no more than four (4) years to any administrators to campaign for, or serve in a public office. This paragraph will apply only in the event a comparable position vacancy is available.
- H. Administrators returning from a leave of absence under Paragraph D, E, or F will return to the appropriate place on the salary schedule.

- I. After three (3) years continuous employment in the Westfield School System, an administrator may be granted a leave of absence, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- J. Any administrator whose personal illness extends beyond the period compensated will be granted a leave of absence for such time as is necessary for complete recovery from, such illness.
- K. Other leaves of absence without pay may be granted by the Superintendent.
- L. All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return; and he will be assigned to the same or similar position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. The Superintendent shall not be required to restore any Employee on leave to their previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave provided, however, that such employee on leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.
- M. All requests for extensions or renewals of leaves will be applied for and granted in writing.
- N. Administrators previously on any leave of absence provided for in any earlier agreement shall continue to be credited for seniority purposes with all time spent on any leaves as provided in that earlier statement.

ARTICLE XX
SABBATICAL LEAVE

Upon the approval of the Superintendent of Schools, sabbatical leaves will be granted for study or travel to a member of the administrative staff. A committee will be appointed consisting of three (3) members appointed by the Superintendent and three (3) members of Unit B to make recommendations to the Superintendent under this section. The sabbatical leaves are subject to the following conditions:

- 1. No more than one (1) administrators will be absent on sabbatical leave at any one time.
- 2. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than December 31, and action must be taken on all such requests no later than April 1, of the school year preceding the school year for which the sabbatical leave is requested.
- 3. The administrator has completed at least five (5) consecutive full school years of service in the Westfield School System.

4. Administrators on sabbatical leave will 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.
5. The administrator will agree to return to employment in the Westfield School System for one (1) full year in a semester's leave or two (2) full years in the event of a full year's leave.
6. If the administrator does not perform this agreement, he/she shall repay to the City of Westfield a sum representing one twentieth (1/20th) of the total salary received while on sabbatical leave of absence for each month of the two (2) year period following the sabbatical leave that said administrator does not perform his/her duties for the Westfield Public Schools; provided, however, that the administrator may be released from such payment if his/her failure to serve the two (2) years as stipulated be due to his/her illness, disability, death, or layoff. An administrator returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system.
7. Availability of funds.

ARTICLE XXI
SUBSTITUTE ADMINISTRATORS

Positions which will be vacant for at least ninety (90) days will be filled by personnel who have met the State certification requirements. Compensation will be in accordance with the administrator's salary schedule.

ARTICLE XXII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Committee will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by administrators who attend workshops, seminars, conferences, or other professional improvement sessions at the written request and/or with the advance written approval of their immediate supervisor.

The parties agree that additional training and education as part of staff development programs are essential to the continued professional growth of administrators, recertification, and enhancement of the professional climate of the schools, and the maintenance of a quality education for the Westfield students and should be encouraged.

To that end, the following administrator incentive program is established:

The School Committee agrees to set aside one percent (1%) of its annual administrator personnel budget each year of the contract for professional development incentives to include such things as tuition reimbursement, continuing education credits and other professional educational activities both within and outside the district leading to recertification and/or professional improvement.

In order to be eligible for an incentive, an administrator must submit his/her proposal for prior approval. Approval is contingent on the plan being consistent with system and school priorities and objectives as developed by the Superintendent, the building principals and School Councils.

Each individual plan, following recommendation by the building principal or appropriate supervisor, must be submitted to the Professional Development Incentive Committee composed of a building principal, Superintendent or his/her designee, a member of the School Committee or their designee and three (3) administrators designated by the WEA. Final determination will be made consistent with School District priorities.

In addition to the approval of plans submitted by the administrator, the Professional Development Incentive Committee will be responsible for the development of system wide proposals for professional development incentive activities consistent with system priorities and objectives within the one percent (1%) cap.

The Professional Development Committee will meet monthly.

ARTICLE XXIII INDEMNIFICATION

If criminal or civil proceedings are brought against an employee alleging that he committed a wrong in connection with his employment, the Committee will furnish and select legal counsel to defend him in such proceedings, if he requests such assistance. If an employee desires to bring criminal or civil proceedings in connection with an alleged assault suffered by him, such administrator may request the Committee to furnish and select legal counsel to represent him in such proceedings if the Committee does not provide such counsel, and after having so requested in writing, the administrator prevails in the proceedings, then the Committee will reimburse the administrator for reasonable counsel fees incurred by him.

ARTICLE XXIV PERSONAL INJURY BENEFITS

- A. Whenever an employee is absent from school as a result of personal injury occurring in the course of his employment, he will be paid for his regular salary, less the amount he receives under Workmen's Compensation Insurance, for the period of such absence will be charged to his annual or accumulated sick leave.
- B. The Committee will within reason reimburse employees for:
 - 1. Any clothing or other personal property damaged or destroyed in the connection with such personal injury occurring in the course of his employment less the amount of any insurance reimbursement; and
 - 2. The cost of medical, surgical or hospital service (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

ARTICLE XXV
INSURANCE AND ANNUITY PLAN

- A. 1. The Committee will pay the maximum percentage permitted by law not to exceed fifty percent (50%), [sixty percent (60%) for Blue Cross-Blue Shield]* of the following types of insurance coverage:
- a. A \$20,000 term life insurance plan of the type presently available to administrators;
 - b. Individual or family coverage, whichever applies in the particular case, for Blue Cross and Blue Shield of the type presently available to administrators; [sixty percent (60%) to be paid by Employer]*

*sixty five percent (65%) will be paid by the Employer when this is applicable to other employees in the City.

- c. Any other health insurance plans which the Committee, following consultation with the Association, may desire to provide for administrators and/or retired administrators.
2. If two (2) or more employees belong to a single family unit and are eligible for coverage under Paragraph 1 above under the same policy, each may, at his option, have his entitlement applied to the full cost of a single policy covering said family unit.
- B. Employees are eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370 and Deferred Compensation Plans.
- C. In the event language pertaining to Blue Cross/Blue Shield is deleted from the Unit A collective bargaining agreement then, notwithstanding any specific language pertaining to Blue Cross/Blue Shield in this article, members of Unit B will be eligible to participate in the health insurance plans offered to all other City employees at the same percentages offered to all other City employees.
- D. Effective July 1, 2007 the parties agree that employees should contribute thirty percent (30%) of the HMO-Network Blue plan (individual or family), twenty percent (20%) for HMO Value Plus plan (individual or family), thirty-five percent (35%) for the HNE PPO plan (individual or family). Eligible employees who begin work on or after July 1, 2007 shall be offered two (2) options for health insurance: HNE PPO at the 65/35 percent split and HMO Value Plus at 80/20 percent split. The parties further agree that the percentage contribution will not be subject to further negotiations during the life of the agreement. A Trust account will be established for employees on HMO Value Plus for reimbursement for hospitalization (up to five hundred dollars [\$500] for individual and one thousand dollars [\$1,000] for family), the amount to be established each fiscal year upon recommendation by the City's insurance consultant sufficient to meet this obligation.

ARTICLE XXVI
DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of its employees, dues for the Westfield Education Association-Massachusetts Teachers Association and the National Education Association, as said administrators individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such Association or Associations.
- B. The Westfield Education Association will certify to the Committee in writing the current rate of its membership dues and the dues of its affiliates. The Association agrees to give the Committee sixty (60) days written notice prior to the effective date of any change in the rate of its membership dues.
- C. Deductions referred to in Section A above will be made in equal installments during the school year. The Committee will not be required to honor, for any week's deduction, any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- D. No later than September 30 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for any of the Associations named in Section A above. The Committee will notify the Association monthly of any changes in said list.

Any administrator desiring to have the Committee discontinue deductions he has previously authorized must give the Committee and the Association at least sixty (60) days written notice of discontinuance of authorization.

- E. It is specifically understood and agreed that the City of Westfield, the Westfield School Committee, its officers and Agents, shall be saved harmless for such deductions under Section A above. For the purpose of this Article, the term "harmless" is defined as: "any monies, once transmitted by the City of Westfield, the Westfield School Committee and its officers and Agents to the Westfield Education Association MTA/NEA; the City of Westfield, the Westfield School Committee and its officers and Agents, are no longer responsible for same."

ARTICLE XXVII
AGENCY SERVICE FEE

As a condition of employment during the term of this Agreement, every member of the bargaining unit who is not a member of the Association shall pay, or by payroll deduction, shall have paid to said Association an Agency Service Fee that shall be the permissible percent allowed by law of the then current rate of dues payable by a member of the said Associations, exclusive of any special assessments: The Committee and the Association having hereby stipulated and agreed that the sum so payable is proportionately commensurate with the cost to the Association of the collective bargaining and contract administration. Such fee so required to

be paid shall be payable on or after the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later.

Such fee may be paid by payroll deduction, if so authorized, pursuant to a payroll dues deduction authorization as set forth in Article XXIX provided, however, that such authorization shall be deemed to have effect only with respect to such sum as is herein provided.

Any other provisions to this Agreement to the contrary notwithstanding, every administrator who shall have failed to fulfill the condition of employment as is herein prescribed shall be subject to immediate dismissal and shall be so dismissed by the Committee; provided, however, that such dismissal shall be effected by notice promptly issued by the Committee or its designee to such administrator after the Association shall have notified the Superintendent that such administrator has not fulfilled the condition herein prescribed. The said notice shall be sent by registered mail, return receipt requested, and shall give such administrator fourteen (14) days from the date of its receipt to fulfill the said condition. With the said fourteen (14) days, the Committee or its designee shall grant administrator such opportunity to respond to the said notice.

Whenever such administrator shall not have fulfilled the conditions herein prescribed with the said fourteen (14) days, the Committee shall act to dismiss him at its meeting next following the expiration of the said fourteen (14) days; provided however, that the Committee need not so act if such administrator fulfills the said condition prior to the date of such meeting.

The Association will indemnify, defend and hold the School Committee harmless against any suit instituted against the School Committee on account of any check-off of Association dues (Westfield Education Association, Massachusetts Teachers Association, National Education Association) or agency fee as required under this Agreement.

ARTICLE XXVIII SENIORITY

Section One:

“Seniority” means an administrator’s length of service in years, months, and days in the bargaining unit as of his/her last date of employment by the Committee or for those hired after June 18, 1993 by the Superintendent.

The following leaves of absence will be credited for seniority purposes:

- (a) Military leaves as required by law.
- (b) Sabbatical leave.
- (c) Eight (8) weeks maternity leave.
- (d) All leaves provided under Article XVIII.
- (e) Sick leave as provided in Article XVI.

Section Two:

A list specifying the seniority of each member of the bargaining unit will be prepared by the Committee and forwarded to the President of the Association no later than October 15th of each school year.

ARTICLE XXIX
GENERAL

- A. There will be no reprisals of any kind taken against any administrator by reason of his membership in the Association or participation in its activities.
- B. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. Under extreme and emergency conditions when it is necessary for representatives of the Association to schedule meetings during the school day in order to prepare for negotiations, not more than four (4) such representatives at one time will, upon notice to the Superintendent of Schools by the President of the Association, be released as necessary in order to permit participation in such meetings provided, however, that their salary will be reduced by the cost to the Committee of employing necessary substitutes. When it is necessary, pursuant to Article III (Grievance Procedure) for a School representative, member of PR & R Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, he will, upon notice to his principal or immediate superior and to the Superintendent by the Chairman of the PR & R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
- C. Administrators will be entitled to full rights of citizenship, and no religious or political activities of any administrator or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such administrator. Such activities will be consistent with the stated code of ethics of the teaching profession.
- D. The Committee will, upon request, provide the Association with any documents or other available information which may be necessary for the Association to process grievances under this Agreement.
- E. The Association will be provided with copies of minutes of official Committee meetings and all other official printed materials that are distributed to the Committee at official meetings as soon as possible after such meetings.

A copy of the official agenda of the meeting, and any attached documents which are provided the press, will be given to the Association prior to said meeting.

- F. Copies of this Agreement will be printed at Committee expense in such format as the Committee deems appropriate and a copy given each administrator in the employ of the Westfield School System.
- G. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be found deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- H. This Agreement constitutes Committee policy in respect to administrators' wages, hours, and other conditions of their employment herein and gives them full force and effect as Committee policy. The Committee will amend its Administrative Regulations to take such other actions as may be necessary in order to give full force and effect to the provisions of this Agreement.

ARTICLE XXX
MANAGEMENT RIGHTS

The exercise by the Committee, Superintendent and Principals 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.

The parties agree that the operations of the School Department of Westfield, the supervision of the employees and of their work are the rights of the Committee, its Superintendent and Principals alone. Accordingly, subject to the provisions of this Agreement and MGLA 150-E, 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 employee competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of employees for just cause without discrimination, are rights of the Committee in determining policy, the rights of the Principals with the approval of the Superintendent in all operational matters including the discipline of staff.

The foregoing enumeration of the Committee's rights shall not be deemed to exclude other rights not specifically set forth, the Committee therefore retaining all rights not otherwise specifically restricted by this Agreement.

ARTICLE XXXI
NO-STRIKE CLAUSE

During the term of this Agreement, the Parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference or interruption of the operation of the School Department by any employees or the Association. Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers, associations or union) who are not signatory Parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause and any claim by either Party against the other of a violation of this Article shall be subject to arbitration as provided for elsewhere in this Agreement.

If the School Committee claims the Association has violated any provisions of this Article, it may present such claim to the Association, in writing, and if the Parties fail to settle it within ten (10) calendar days, the School Committee may submit the dispute to arbitration, under the provision of Article III.

ARTICLE XXXII

Reserved.

ARTICLE XXXIII EVALUATION OF STAFF

As a provision of this Agreement, the Unit B Administrators accept as a condition of employment, the responsibility for the evaluation of all staff assigned to their respective buildings, programs or departments.

ARTICLE XXXIV LONGEVITY PAY

Administrators who on September 1 of each year have completed the following number of complete years of service in the Westfield Schools will receive the following compensation:

15-19 years	\$ 900
20-24 years	1,250
25-29 years	2,000
30 or more years	2,700

Employees who have prior service in other school systems shall receive credit for half (1/2) of full years of service in other school districts for longevity purposes.

This longevity compensation will be added to the base salary referenced in Appendix A, to determine the administrator's annual compensation.

ARTICLE XXXV STANDING CURRICULUM COMMITTEES

The need for curriculum revision and/or development in any given discipline will be determined by the School Committee. The number of Administrators appointed to serve on standing committees will be determined by the Superintendent in conjunction with the building principals.

ARTICLE XXXVI AUTOMOBILE VANDALISM

The Committee will, upon receipt of a documented claim and evidence of an insurance company payment, contribute a maximum of three hundred dollars (\$300) to offset the deductible costs

incurred by the administrator of vandalism to the administrator's personal vehicle. The documentation must establish the vandalism act occurred while the administrator was on the job and executing the assigned duties of his/her job. A form/process will be developed within thirty (30) days of execution of the agreement.

ARTICLE XXXVII
DURATION CLAUSE

This Agreement will be effective July 1, 2011 and will continue and remain in full force and effect up to and including June 30, 2013, and shall thereafter automatically renew itself for successive terms of one (1) year each unless either party shall have given the other written notice on or after July 1, 2013, terminating the Agreement. Such notice shall be served at least forty-five (45) days prior to the actual termination. The actual termination shall be no earlier than September 15, 2013.

It is expressly understood the termination of the Agreement, under this Article, will result in the elimination of all contractual obligations for both parties as expressed in this Agreement.

The parties agree to revisit the issues relating to conformity with the Education Reform Act no later than February of each year of the contract at the request of either party to review any legal or legislative changes and to take appropriate action as deemed necessary.

IN WITNESS WHEREOF, the parties of this Agreement have caused these presents to be executed by their agents hereunto duly authorized and their seals affixed hereto as of the ____ day of _____, 2012.

WESTFIELD SCHOOL COMMITTEE

By: _____

Chairperson

WESTFIELD EDUCATION ASSOCIATION

By: _____

President

APPENDIX A

Administrator's Salary Schedule
 Supervisors, Cooperative Placement Coordinator, Elementary Assistant Principals,
 Subject Area Supervisors, Coordinator of Instructional Technology,
 Coordinator of Marketing and Assessment, Lead Nurse*

Effective July 1, 2011

Year	Masters +45				
	Masters	Masters +30	or CAGS	Masters +60	Doctoral
2	70,214.19	71,619.10	73,051.28	74,512.75	76,002.50
3	71,174.70	72,597.79	74,049.16	75,530.83	77,041.79
4	72,062.49	73,503.76	74,973.31	76,471.14	78,002.30
5	72,984.62	74,446.09	75,932.81	77,452.86	79,000.18
6	73,903.72	75,382.36	76,888.27	78,428.52	79,995.03
7	74,827.87	76,325.70	77,851.81	79,409.23	80,996.95
8	75,753.03	77,267.02	78,813.33	80,388.93	81,996.85
9	79,607.19	81,198.95	82,821.01	84,477.41	86,167.14

*Based on one hundred ninety-nine (199) working days

Effective July 1, 2012

Year	Masters +45				
	Masters	Masters +30	or CAGS	Masters +60	Doctoral
2	70,916.33	72,335.29	73,781.79	75,257.88	76,762.53
3	71,886.45	73,323.77	74,789.65	76,286.14	77,812.21
4	72,783.11	74,238.80	75,723.04	77,235.85	78,782.32
5	73,714.47	75,190.55	76,692.14	78,227.39	79,790.18
6	74,642.76	76,136.18	77,657.15	79,212.81	80,794.98
7	75,576.15	77,088.96	78,630.33	80,203.32	81,806.92
8	76,510.56	78,039.69	79,601.46	81,192.82	82,816.82
9	80,403.26	82,010.94	83,649.22	85,322.18	87,028.81

*Based on one hundred ninety-nine (199) working days

APPENDIX B

Middle & High School Assistant Principal
Assistant Director Vocational/Technical High

Effective July 1, 2011

Year	Masters	Masters +30	Masters +45 or CAGS	Masters +60	Doctoral
1	76,201.47	77,725.56	79,279.95	80,866.66	82,484.68
2	77,199.35	78,741.62	80,318.23	81,925.14	83,562.35
3	78,193.19	79,757.68	81,353.48	82,980.59	84,641.03
4	79,191.07	80,773.74	82,387.72	84,036.04	85,718.70
5	80,174.81	81,778.69	83,413.88	85,083.41	86,785.26
6	81,168.65	82,791.72	84,448.12	86,135.83	87,860.91
7	82,157.44	83,802.73	85,478.32	87,187.24	88,933.53
8	83,151.28	84,813.74	86,509.53	88,240.67	90,005.14
9	87,384.19	89,130.48	90,915.15	92,733.15	94,586.50

*Based on two hundred fourteen (214) working days

Effective July 1, 2012

Year	Masters	Masters +30	Masters +45 or CAGS	Masters +60	Doctoral
1	76,963.48	78,502.82	80,072.75	81,675.33	83,309.53
2	77,971.34	79,529.04	81,121.41	82,744.39	84,397.97
3	78,975.12	80,555.26	82,167.01	83,810.40	85,487.44
4	79,982.98	81,581.48	83,211.60	84,876.40	86,575.89
5	80,976.56	82,596.48	84,248.02	85,934.24	87,653.11
6	81,980.34	83,619.64	85,292.60	86,997.19	88,739.52
7	82,979.01	84,640.76	86,333.10	88,059.11	89,822.87
8	83,982.79	85,661.88	87,374.63	89,123.08	90,905.19
9	88,258.03	90,021.78	91,824.30	93,660.48	95,532.37

*Based on two hundred fourteen (214) working days

APPENDIX C

Special Education Supervisors

Effective July 1, 2011

Year	Masters +45				
	Masters	Masters +30	or CAGS	Masters +60	Doctoral
2	71,631.22	73,059.36	74,521.84	76,012.60	77,532.65
3	72,605.87	74,059.26	75,539.92	77,050.88	78,592.14
4	73,511.84	74,980.38	76,481.24	78,010.38	79,569.82
5	74,452.15	75,940.89	77,459.93	79,008.26	80,589.92
6	75,390.44	76,897.36	78,436.60	80,003.11	81,603.96
7	76,334.79	77,858.88	79,417.31	81,005.03	82,625.07
8	77,272.07	78,818.38	80,393.98	82,001.90	83,643.15
9	81,205.01	82,829.09	84,486.50	86,175.22	87,899.29

*Based on two hundred three (203) days

Effective July 1, 2012

Year	Masters +45				
	Masters	Masters +30	or CAGS	Masters +60	Doctoral
2	72,347.53	73,789.95	75,267.06	76,772.73	78,307.98
3	73,331.93	74,799.85	76,295.32	77,821.39	79,378.06
4	74,246.96	75,730.18	77,246.05	78,790.48	80,365.52
5	75,196.67	76,700.30	78,234.53	79,798.34	81,395.82
6	76,144.34	77,666.33	79,220.97	80,803.14	82,420.00
7	77,098.14	78,637.47	80,211.48	81,815.08	83,451.32
8	78,044.79	79,606.56	81,197.92	82,821.92	84,479.58
9	82,017.06	83,657.38	85,331.37	87,036.97	88,778.28

*Based on two hundred three (203) days

WESTFIELD PUBLIC SCHOOLS
22 ASHLEY STREET
WESTFIELD, MASSACHUSETTS

ADMINISTRATIVE EVALUATION UNIT B

PURPOSES OF ADMINISTRATIVE EVALUATION

The need for personnel evaluation in education has been recognized for a number of years. In Westfield, we have determined that the primary purpose of the evaluation of professional staff should be to improve the quality of education and the learning experience of our students. As a result, our evaluation program is based on positive approaches that can be characterized by terms such as mutual trust, self-evaluation, mutual agreement of goals, cooperative planning, and professional growth.

More specifically, the Westfield Administrative Evaluation Program has twelve major purposes which are described below:

1. Improve instruction in the Westfield Public Schools.
2. Improve the competence of the person being evaluated.
3. Clarify job content, responsibilities, and priorities.
4. Improve management accountability and quality of performance.
5. Coordinate individual performance objectives with District goals.
6. Improve morale and working conditions.
7. Motivate professional and personal growth.
8. Ensure effective use of staff, facilities, and resources.
9. Provide Direct feedback and improve staff communications.
10. Recognize individual contributions to the District.
11. Inform the School Committee of the performance of each administrator.
12. Recognize outstanding staff performance.

The salaries of Unit B employees will be determined by the number of years each person has served in that capacity.

EVALUATION COMPONENTS

An integral part of both professional status and non-professional status staffs' employment in the school system is continuous appraisal by the Superintendent of their ability to meet performance requirements.

The Administrative Evaluation Program includes the following major component:

A formative assessment based upon the six administrator competencies attributed to effective administrators. Assessment will be narrative in form and provide the Superintendent with the opportunity to focus on the competencies which relate to an administrator's performance during the period of evaluation under consideration. She/he will make every effort to address the strength of an individual's performance as well as to cite areas needing greater emphasis of improvement in an administrator's performance.

The appraisal of the Formative Narrative will be conducted annually for nonprofessional status administrators and every other year for professional status administrators. This appraisal will take place after a meeting held in the spring, no later than May 31st, with the Superintendent designated to discuss pertinent performance areas with regards to the, administrator's performance.

FOUR YEAR EVALUATION CYCLE FOR UNIT B

- I. Year One – Formal Evaluation
 - A. Unit B Responsibilities
 1. Submit 3-5 goals in Sept./Oct.
 2. Participate in periodic review of goals throughout the year.
 3. Submit a professional portfolio by June 1.
 - a. Artifacts that reflect improvement in skills as:
 - (1) Educational Leader
 - (2) Department Administrator
 - (3) Model Teacher
 - (4) Other Responsibilities
 - b. Artifacts that reflect progress on goals
 - c. A reflection and vision narrative on the successes and challenges of the previous year(s) as well as a vision for the future of the department/school.
 - B. Documentation
 1. Completion of the Performance Goals and Action Plan
 2. Summative Evaluation Report submitted by the evaluator (Form C)
- II. Year Two – Professional Growth (Independent Study)
 - A. Unit B Responsibilities
 1. Choose an area in which you would like to attain greater knowledge or skills about teaching, learning, administration, leadership, etc.
 - a. Training in creating a data-base
 - b. NEASC Accreditation Team training
 - c. Investigations of School Choice
 - d. Improvement in public speaking
 - e. Implementing differentiated instruction
 - f. Etc.

2. Submit plan in Sept./Oct. which includes specifics (Form D, page 1)
 - a. Summary of project
 - b. Goals and objectives of project
 - c. Activities
 - d. Time Line for completion
3. Submit a report and/or product using Form D
 - a. What you did.
 - b. What you learned.
 - c. How you might use it.

B. Documentation

1. Complete Form D (Pages 1 and 2)

III. Year Three – Collaboration

A. Unit B Responsibilities

1. Identify a collaborative project that involves another Unit B member or members of your department/school.
 - a. Literature Club
 - b. Research
 - c. Grant application
 - d. Interdisciplinary projects
 - e. Mentoring program
 - f. Etc
2. Submit plan in Sept./Oct. which includes specifics (Form D, page 1)
 - a. Summary of project
 - b. Goals and objectives for project
 - c. Activities
 - d. Time Line for completion
3. Submit a report and/or product
 - a. What you did
 - b. What you learned
 - c. How you might use it

B. Documentation

1. Complete Form D (pages 1 and 2)

IV. Year Four – Reflection and Vision

A. Unit B Responsibilities

1. Collect artifacts (as memory joggers) that typify the culture of your department or school.
2. Review and refine department/school vision, mission, and goals with staff.
3. Reflect (using artifacts) on the attitudes, beliefs, and values of the department/school that positively and negatively impact the improvement of your department/school.
4. Suggest strategies for changing those attitudes, beliefs, and values that have become stumbling blocks.
5. Comment on your growth as an educational leader of the last 3-4 years.

B. Documentation

1. None required.
2. This however can be used as the reflection part of portfolio for Year One
– Formal Evaluation

WESTFIELD PUBLIC SCHOOLS

NARRATIVE EVALUATION – COMPETENCIES OF SCHOOL ADMINISTRATORS

SUMMATIVE EVALUATION REPORT
(FORM C)-UNIT B

Unit B Administrator _____ School _____

Position: _____ Date of Report _____

The Summative Evaluation Report is based on all Formal Observation Reports and items addressed in the Westfield Job Description.

Record below in narrative form a description and evaluation of performance which may include any/all of the following areas:

- I. Assessment of Instructional Leadership
- II. Assessment of Effective Organizational Leadership
- III. Assessment of Effective Administration and Management
- IV. Assessment of Promotion of Equity and Appreciation of Diversity
- V. Assessment of Effective Relationships with the Community
- VI. Assessment of fulfillment of Professional Responsibilities

SUMMATIVE EVALUATION REPORT
(FORM C)

Signature of Administrator(Unit B member)

Signature of Evaluator

Date _____

Date _____

Signatures above indicate that a conference between the Unit B member and the evaluator was held prior to June 1 for professional status administrator and non-professional status administrator. The administrator's signature does not necessarily indicate agreement with the evaluation report.

Copy to:

Evaluator Date _____ Date _____

Administrator Date _____ Date _____

Superintendent Date _____ Date _____

(Additional sheets may be used if necessary)

WESTFIELD PUBLIC SCHOOLS
PROFESSIONAL GROWTH PLAN - YEARS 2, 3
(FORM D)-UNIT B

_____ School Year

Name _____

Cycle Phase: Check One
2. Professional Growth Year
3. Collaboration Year

School _____

Today's Date: _____

PLAN - PRIOR TO END OF SEPTEMBER

I. Describe the Intended Activity (Identify Procedures, Resources, & Timeframe)

II. Explain the connection between your proposed activity and its impact on student learning and educational leadership.

Evaluator Approval Date _____

PROFESSIONAL GROWTH PLAN

Evaluators will use informal remediation as a first step before placing an administrator on formal remediation. The evaluator can override this step in severe cases. The evaluator must inform the administrator orally and in writing of his/her reasons for initiating informal remediation. He/she must also develop recommendations and provide assistance for improving the administrator's performance.

2. Formal

When problems occur in areas identified in the evaluation, the administrator will be contacted by the Superintendent or appropriate evaluator, in writing, to remind him/her of basic expectations in the problem area.

This will be followed by a conference with the evaluator within two working days to discuss the problem area and to develop a plan of assistance that will be provided for the Superintendent or appropriate evaluator to improve the administrator's performance. It is understood that the kind and degree of assistance will be congruent and commensurate with the problem identified.

Furthermore, that after two months or sooner, a meeting will be held to determine if progress made by the administrator is sufficient to remediate the problem. If not, the process will be extended for another three months or until the problem has been remediated in a satisfactory manner. At that time, the original letter and subsequent data will no longer be part of the administrator's file.

If, in the judgment of the Superintendent, there is no substantial improvement in the problem or problem areas, then the administrator will be given proper notice of the Superintendent's intent to initiate dismissal proceedings.

Additional Comments:

Evalutee's Comments:

Signatures indicate completion of process but not necessarily agreement.

EVALUATEE'S SIGNATURE: _____ DATE: _____

EVALUATOR'S SIGNATURE: _____ DATE: _____

This narrative must be restricted to the topics delineated under Competencies of the School Administrators section.

COMPETENCIES OF THE SCHOOL ADMINISTRATORS

(PRINCIPLES OF EFFECTIVE ADMINISTRATIVE LEADERSHIP)

I. EFFECTIVE INSTRUCTIONAL LEADERSHIP

The effective administrator works with others to create learning environments that address the needs of students.

- A. The administrator facilitates the development of shared mission and vision.
 - 1. Demonstrates an understanding of the importance of mission and vision, based on a well developed philosophy and develops a collaborative vision that provided direction for the school or district.
 - 2. Recognizes student learning must be the focus of all school programs and activities.
- B. The administrator encourages and uses a variety of strategies to assess student performance accurately.
 - 1. Encourages teachers to view authentic learning and authentic assessment as linked.
 - 2. Uses a variety of valid, reliable, and unbiased instruments to assess the achievement of learner goals.
 - 3. Uses a cyclical, ongoing process to review and evaluate the goals, methods, and resources of programs and makes modifications as needed.
- C. The administrator applies current principles, practices, and research to foster effective teaching.
 - 1. Demonstrates knowledge of the instructional process and teaching methodologies.
 - 2. Assists teachers to develop inquiry-based teaching practices.
 - 3. Assists and inspires teachers to make significant changes in practice as changes are dictated in the field.
- D. The administrator leads the renewal of curriculum and instructional programs.
 - 1. Assures that the school's/district's curriculum and its implementation reflect the principles of the state's Common Core of Learning and Curriculum Frameworks.
 - 2. Encourages and assists staff to be knowledgeable in subject areas and also to identify connections between disciplines.

3. Assists staff to distinguish between what is central and what is peripheral in the subject area when analyzing, planning and supervising units, courses, and programs so that instruction time on central concepts, skills, and understanding are protected.
 4. Uses a broad and current knowledge of instructional trends to involve staff in curriculum planning and program improvement, based on the vision, goals, and needs of school, district, and community.
- E. The administrator promotes and models the effective use of appropriate instructional technologies.
1. Integrates the appropriate use of video, computers, telecommunications, and other technologies into the curriculum.
 2. Allocates fiscal and human resources for incorporating technology in the instructional process, accessing information and resources through electronic networks, e.g., Internet, and improving communication (e.g., email, homework hotlines).
- F. The administrator holds teachers accountable for having high standards and positive expectations that all students can perform at high levels.
1. Enlist teachers in creating and communicating to students positive dispositions toward learning.
 2. Works with teachers to establish high standards and expectations for student work.
 3. Assists teachers to make their expectations and how to meet them very clear to students.
 4. Promotes activities that honor academic excellence.
- G. The administrator works with teachers and other staff to supervise and evaluate their performance, using performance standards, and to identify areas for growth.
1. Understands and communicates performance standards for teachers, as outlined by the district.
 2. Communicates consistent expectations that all teachers can meet standards and perform at high levels.
 3. Employs current supervision and evaluation models and practices to assess the performance of teachers and encourage growth.
 4. Encourages staff to improve practice through collegial activities such as modeling and peer mentoring.

5. Evaluates classroom instruction in terms of teacher objectives and student performance; follows effective practices for improving teacher performance.
6. Supports individuality of teacher approaches to classroom organization, management, and teaching styles.
7. Monitors the assessment of performance to ensure that staff reaches the levels set by the district.

H. The administrator supports ongoing professional development.

1. Provides opportunities for all staff to engage in professional development that enhances curriculum renewal, staff performance, and student learning.
2. Applies research on adult learning and development to design and provide for effective professional development.
3. Fosters effective professional development based on research and models of desired practice including time for reflection, planning, problem solving and collaboration; repeated practice and feedback; and respect for individual adaptations.
4. Encourages collegial approaches to professional development including mentoring, peer coaching, study groups, and group planning and problem solving.
5. Involves staff in identifying professional development needs.
6. Monitors, documents, and assesses staff professional development activities.
7. Supports staff sense of self-worth; recognizes and encourages teacher initiatives; celebrates individual and collective achievements.
8. Ensures that growth of staff results in student learning and development.

II. EFFECTIVE ORGANIZATIONAL LEADERSHIP

The effective administrator creates a self-renewing organizational environment that consistently focuses on enabling all students to achieve at high levels.

A. The administrator applies research and organizational leadership skills.

1. Applies concepts of organizational behavior and organizational development in daily work.

2. Analyzes the environment in which decisions are made and predicts the impact of those decisions on organizations accurately.
 3. Stimulates the development of new programs in areas where changing conditions or new professional insights encourage new approaches.
 4. Identifies opportunities to improve the organization's performance.
- B. The administrator demonstrates communication skills that are clear, direct, and responsive.
1. Communicates the school's vision, goals, needs and accomplishments to students, school personnel, families, and the community.
 2. Facilitates communication that yields results through team work, consensus, and inquiry.
 3. Makes use of reliable and professional sources of data, information, and analysis, including the use of technologies, to understand relevant professional issues.
 4. Demonstrates understanding of a speaker's point of view, opinions, and ideas even if they are different, new, or oppositional.
 5. Presents ideas clearly and concisely in writing. Adapts form and language to the audience (e.g., students, teachers, parents).
 6. Presents facts and ideas orally in individual and group situations; uses language that is clear, concise, and appropriate to the person or group.
 7. Presents facts and ideas clearly and concisely using visual and symbolic representations.
 8. Presents facts and ideas clearly and concisely using appropriate technologies.
 9. Communicates so that language and nonverbal cues are consistent, not conflicting.
- C. The administrator creates a positive, informed collegial for collegial teaching and learning.
1. Understands the elements of a strong school culture for adults and is committed and prepared to strengthen them.
 2. Applies theories of human development, adult learning, and motivation to develop a community of learners.

3. Provides an environment and culture where creativity, exchange of ideas, responsible risk-taking and experimentation are shared, valued, and practiced.
 4. Builds a culture within the student body and staff that promotes learning.
 5. Creates a school climate that gives a sense of well-being safety.
 6. Inspires in others a desire for growth and development.
- D. The administrator facilitates constructive change.
1. Uses approaches to organizational change, including processes for school-based management and school restructuring.
 2. Exhibits openness to new ideas from others; demonstrates originality in developing policies and procedures.
 3. Is receptive to new ideas and change, yet understands the need for stability in schools and society.
- E. The administrator plan for, models, and encourages collaboration and shared decision-making.
1. Develops, participates in, and maintains systems of shared decision making with department and/or school colleagues and the larger school community,
 2. Involves others in setting and accomplishing goals; recognizes when a group requires direction and uses appropriate intervention styles.
 3. Provides appropriate time and resources for collaborative planning.
- F. The administrator applies strategic planning techniques that foster systemic approaches and result in sound decisions.
1. Applies knowledge of human development, organizational development, and pedagogy to decision-making in the allocation of resources such as personnel, time, space, materials, and budget.
 2. Develops and implements long and short-term plans for educational program improvement, professional development, resource allocations, enrollments, and facilities consistent with the school district mission.
 3. Assesses current reality, considers implications of solutions, and acts in the best interest of students.
 4. Make use of reliable sources of data, information, and analysis to expand and deepen perspective on goals, objectives, and planning needs.

III. EFFECTIVE ADMINISTRATION AND MANAGEMENT

The effective administrator acts within legal and ethical guidelines to accomplish educational purposes and improve student learning.

- A. The administrator carries out personnel selection, supervision, evaluation, and management functions for the school or district effectively.
 - 1. Applies current principles and techniques of staffing, selection, orientation/induction, assignment, supervision, evaluation, motivation, and termination of personnel.
 - 2. Applies sound human resources knowledge and practices in personnel management and labor relations including conflict resolution, mediation and negotiation.
 - 3. Develops and implements procedures for evaluating personnel the district's performance standards, effective supervision and evaluation practices, and due process procedures.
- B. The administrator applies current knowledge of policy formation and legal requirements within the scope of his/her responsibility.
 - 1. Applies knowledge of how teachers, the school, the district, and the community interact to create a school community.
 - 2. Applies knowledge of how policy and decisions are made through the legislative process, the local electoral process and administratively.
 - 3. Understands and implements federal, state, and municipal laws, regulations, policies, and procedures including the implications of liability and requirements of due process.
- C. The administrator applies current knowledge of fiscal management policy and practices within the scope of his/her responsibility.
 - 1. Applies principles of financial planning, including analyzing and evaluating the financial resources for school or system operation and translating program needs into cost requirements.
 - 2. Employs sound fiscal management procedures, methods, and techniques to prepare, revise, and monitor the school or district budget.
 - 3. Applies techniques for resource allocation and asset management.
- D. The administrator applies current knowledge of auxiliary programs (such as transportation, food services, pupil personnel services, maintenance and facilities management) within the scope of his/her responsibility.

1. Knows the availability of community services and how to coordinate those services for students.
 2. Makes decisions concerning facilities and equipment management and needs to support school/district goals and objectives.
 3. Applies regulations regarding school facilities to ensure a barrier-free environment for students and staff.
- E. The administrator uses appropriate technologies to administer his/her responsibilities.
1. Applies technology management tools (e.g., databases, spreadsheets) to analyze information (e.g., school finance, student and staff record keeping, on-line school profiles) and make decisions.

IV. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

The effective administrator strives to ensure equity for all students and values diversity in the school environment.

- A. The administrator strives to ensure equity among programs and learning opportunities for staff, students, and parents.
1. Provides opportunities to include all staff, students, and parents in the full range of school and district programs and activities,
 2. Addresses the needs of diverse educational personnel and student populations by applying and adapting constitutional and statutory laws, state regulations, and Board of Education policies and guidelines.
- B. The administrator demonstrates appreciation for and sensitivity to the diversity among individuals.
1. Demonstrates sensitivity to differences in abilities, modes of contribution, and social and cultural backgrounds.
 2. Develops and implements educational, political, and organizational strategies that are effective in meeting the needs of a diverse student body.
 3. Functions effectively in a multi-lingual, multi-cultural and economically diverse society.

V. EFFECTIVE RELATIONSHIPS WITH THE COMMUNITY

The effective administrator interacts with the community responsibly to address the needs of students.

- A. The administrator assesses the needs of parents and community members and involves them in decision-making.
 - 1. Creates an environment for encouraging recommendations from parents, students, and community members to determine how the school/district can meet their needs.
 - 2. Involves parents and community members in developing the vision, goals, improvement plans, and programs for the school/district.
 - 3. Engages parents, students, and community members in improving student learning.

- B. The administrator promotes partnerships among staff, parents, business, and the community.
 - 1. Communicates and interacts with parents, community groups and related service agencies in culturally appropriate ways and involves them in the education of students.
 - 2. Enlists volunteers to support instructional needs.

- C. The administrator interprets, articulates, and promotes the vision, mission, programs, activities, and services of the school/district.
 - 1. Communicates the school's vision, goals, needs, and accomplishments to students, school personnel, parents, and the community.
 - 2. Deals with the media effectively to communicate to the public.
 - 3. Provides information to parents and the community through handbooks, brochures, fact sheets and other handouts available at the school or office.
 - 4. Meets with appropriate community groups in the attainment of objectives.

VI. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

The effective administrator models professional behaviors that contribute to addressing the needs of students.

- A. The administrator demonstrates enthusiasm for his/her own learning.
 - 1. Demonstrates that life-long learning and professional development are necessary for self and others.
 - 2. Keeps abreast of current educational research and exemplary practices in area of expertise.

3. Considers input from others as a basis for deciding to improve his/her practice and demonstrates a willingness to grow.
 4. Develops and implements a professional development plan based upon self and external evaluation.
- B. The administrator demonstrates and promotes an atmosphere of respect for self and others.
1. Demonstrates tolerance for alternative perspectives and encourages contributions from groups that challenge traditional thinking.
 2. Demonstrates sensitivity to differences in learning needs, modes of expression, and social and cultural backgrounds.
- C. The administrator models ethical behavior.
1. Interacts with others in a professional manner consistent with his/her role.
 2. Accepts responsibility for his/her own actions.

WESTFIELD PUBLIC SCHOOLS

ADMINISTRATIVE EVALUATION FOCUS SHEET

REMEDIATION

Name of Administrator: _____

School: _____ Position: _____

Conference Date: _____ Non-Prof.: _____ Prof.: _____

Year of Evaluation: _____

I. Competencies observed in need of remediation:

II. Recommendations for Professional Growth and Improvement:

Signatures indicate completion of process, but not necessarily agreement

EVALUATEE'S SIGNATURE: _____ DATE: _____

EVALUATEE'S SIGNATURE: _____ DATE: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this _____ day of August, 2003 by and between the Westfield School Committee and the Westfield Education Association/Unit B to address impact bargaining issue involving the opening of the second middle school in September, 2000, as follows:

1. The School Committee agrees to break out the reading supervision responsibilities from the English Coordinator and create a Supervisor of Reading position K-12.
2. With respect to determining the number of classes taught by Coordinators, to the extent possible, will be reduced to no more than one (1) per day. Should circumstances change in the future, the School Committee agrees to notify the Association and enter into impact bargaining before instituting such change. In addition, any Coordinator whose supervision is increased by five (5) or more teachers in a single year, may request in writing to the Director of Human Resources a review of his/her schedule. That review will be conducted in conjunction with the building principals, for possible modification to either supervision responsibilities or class load.
3. All Coordinators will have grade 6-12 responsibilities in the areas of curriculum coordination, evaluation, materials, budget and department meeting.
4. The parties agree to pursue adoption of Ken Chapman four (4) year cycle for PTS teachers only. It is acknowledged that before this is finalized this would require further discussions with Unit A.
5. This constitutes satisfaction of impact bargaining obligations with respect to the additional middle school. Should additional issues arise after the opening of the school, the Association will serve written notice on the Committee and the parties will promptly enter into discussions.

FOR THE WESTFIELD SCHOOL COMMITTEE

CHAIRMAN

DATE: _____

FOR THE WESTFIELD EDUCATION ASSOCIATION

PRESIDENT

DATE: _____



