

AGREEMENT

Between

THE WESTFIELD SCHOOL COMMITTEE

and

**WESTFIELD EDUCATION ASSOCIATION
MASSACHUSETTS TEACHERS ASSOCIATION**

THIS AGREEMENT, is made and entered into this 11th day of June, 2007 by and between the WESTFIELD SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the WESTFIELD EDUCATION ASSOCIATION-MASSACHUSETTS TEACHERS ASSOCIATION (hereinafter referred to as the "Association")

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ARTICLE I
RECOGNITION

The Committee recognizes the Westfield Education Association-Massachusetts Teachers Association for the purpose of collective bargaining as the exclusive representative of a unit consisting of all classroom teachers, classroom specialists, team leaders, department heads, librarians, coaches, extracurricular personnel, school psychologists, guidance counselors, adjustment counselors, adaptive physical education teachers, diagnostic prescriptive teachers, vocational teachers, summer school teachers, evening school teachers and, federal program teachers, Employment/Placement Coordinator for Home Health Assistants, Speech/Language Therapist, Early Childhood Outreach Worker, Occupational Therapist (Registered), School Nurses and any other professional employees hired by the Committee to perform work of the kind associated with the aforementioned categories of employees and requiring certification or license under M.G.L.A., Ch. 71 Section 38G or other relevant M.G.L.A. and excluding only:

Members of Unit B

The Superintendent of Schools

The Assistant Superintendent of Schools

The Administrative Assistants to the Superintendent of Schools

Principals, and

All Non-Professional Personnel

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "teachers," and references to male teachers will include female teachers.

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 teachers' wages, hours and other conditions of their employment. Such negotiations shall be as intensive as needed to reach agreement or impasse, and will include, but not be limited to, the handling of grievances, salaries, fringe benefits, calendar, teaching hours, and teaching load, specialists, class size, performance of non-teaching duties, teacher facilities, use of school facilities, teaching assignments, transfers, filling of vacancies, promotions, textbooks, summer school and evening school programs, teacher evaluation, indemnification of teachers, sick leave, severance

pay, leaves of absence, sabbatical leaves, administrative leaves, personal injury benefits, substitute teachers, teaching materials, professional development and educational development. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Committee and the Association.

- B. During negotiations, 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. Pertinent records will be limited to those necessary to the discharge of the Association's statutory role as the exclusive bargaining agent. 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.
- C. If the negotiations described in this Article II have reached an impasse, the procedure described in Chapter 150E 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, either may submit such proposal in writing to the other 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. 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.

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 Chapter 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/her right to fair treatment, or violation of any established policy or practice shall be a grievance.
- B. Time Limits - All the limits herein shall consist of calendar days. 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 filed in writing at level one, within forty-five (45) days of the time the grievant knew or should have known of the event or occurrence causing the grievance, will be considered waived.
- 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 teacher having a grievance to discuss 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 teacher 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 teacher, 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 teacher shall be present for the meeting. The supervisor must provide the aggrieved teacher and the Association with a written answer on the grievance within ten (10) 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. The Superintendent or his designee shall arrange for a meeting with the Association's representative(s) and the aggrieved employee, within ten (10) days of his receipt of the appeal in an effort to resolve the grievance. The Superintendent or his designee must provide the aggrieved teacher 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, a meeting will be held between the School Committee and the Association to hear the grievance. Meetings held at Level 3 will be devoted solely to hearing grievances and be scheduled on a regular monthly basis between September and June. Any Level 3 meeting held during July and August will be subject to agreement by the parties. 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 the Association is not satisfied with the disposition of the grievance at Level 3, or the Level 3 time limit expires without the issuance of the Committee's written answer, then the Association may submit this grievance to final and binding arbitration, by filing a written demand with the American Arbitration Association. If the demand for arbitration is not filed, with the American Arbitration Association, within thirty (30) days of the date of the School Committee's Level 3 reply, then the grievance will be deemed withdrawn. The procedures governing the arbitration process are set forth below:

1. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, charge or alter any of the provisions of this Agreement. 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.
2. 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.
3. The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursements as he judges to be proper. The award and decision made shall be final and binding upon the School Committee, the Association, and the aggrieved employee.

4. Each party shall bear the full costs for its representation in the arbitration, and the remaining costs will be shared equally between the parties.
- 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 2 or 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 teacher 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.
- B. The weekly 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. The parties agree to a summer pay option, as follows:
 1. A letter must be written by the teacher to the Superintendent no later than April 1 requesting summer pay in one (1) lump-sum.
 2. This lump-sum payment will be included with a teacher's regular paycheck on the Friday of his last work week in June.
 3. An employee is responsible for completing the necessary W-4 forms to adjust Federal and State taxes for this lump-sum payment and also to return to the regular weekly amount in September. These W-4 forms must be completed no later than June 1.
 4. An employee will be responsible for notifying the Credit Union regarding his "no-pay status" during the summer months.

5. Health Insurance: Deductions for employees on Blue Cross/Blue Shield or Medical West will be taken in a lump sum for July and August from the summer "lump sum" pay at the end of June. When the teacher returns in September, deductions will return to normal.
6. Life Insurance: Deductions will be taken in a lump sum for July and August from the summer "lump sum" pay at the end of June. When the teacher returns in September, the deduction will return to normal.
7. Teacher Union Dues: If union dues are being deducted during the summer months, it will be the teacher's responsibility to advise the Union Treasurer directly.
8. United Way: It will be the teacher's responsibility to advise the Superintendent's Office directly.
9. Tax Sheltered Annuities/Investments: It will be the teacher's responsibility to contact the tax annuity agent to adjust his annuity accordingly.
10. Washington National Disability Insurance: Deductions will be doubled in May and June. May deductions will pay for June and July. June deductions will pay for August and September. When the teacher returns in September, the deduction will return to normal.

C. Co-curricular staff will be paid under a separate payroll register for services in accordance with the following schedule:

1. Fifty percent (50%) of scheduled salary - midpoint of service rendered. Final fifty percent (50%) of scheduled salary - conclusion of service. Intramurals will be paid at the end of their respective seasons.
2. School year assignments will be paid four (4) times each school year, during the months of September, December, March and June.

Each payment will consist of twenty-five percent (25%) of the scheduled salary.

D. The Superintendent agrees to adopt the teacher's initial contract, long-term contract and the Annual Salary Agreement forms attached hereto as Appendix C.

FOOTNOTES TO BASIC SCHEDULE - All degrees referenced herein must be earned at an accredited or licensed college or university.

1. Master's Degree plus thirty (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 toward the Master's Degree.
2. Master's Degree plus forty-five (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 forty-five (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 toward 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 thirty (+30) credits, and therefore paid on a Master's plus thirty (+30) schedule, an additional fifteen (15) credits is necessary to obtain a C.A.G.S. equivalency. The additional fifteen (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 Degree plus sixty (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. Employees who have sixty (60) 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 toward this level. Employees will notify the Human Resource office by August 25, 2001 of their intent to move to MA +60 and the courses being used (for budgetary purposes only).
5. Doctor's Degree: The Doctor's Degree may be obtained in Education and subject matter or related area. Teachers 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 the first August 25 or March 1 following completion of all academic requirements toward the next higher degree or salary requirement. A teacher 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. Teachers 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 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 the C.A.G.S. schedule are required to submit to the Superintendent in writing a plan or list of courses [totaling the fifteen (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 a teacher 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 a teacher
 - d. For any other reasons the Superintendent considers to be detrimental to the school system.
5. No increment or seniority step increase shall be withheld.
 - a. Unless said teacher 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 thirty (30) days, exclusive of customary vacation periods, prior to the determination of the Superintendent, the teacher shall have been notified of such intended action, 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 witness to testify in his behalf and examine them, nor
- e. Unless the charges shall have been substantiated.

MODIFICATION OF BASIC SCHEDULE

- A. Department heads will be paid the salary of a classroom teacher of equal preparation and experience, multiplied by the differential ratio listed below. The ratio for department heads will be determined by the number of years each person has served in that capacity in the Westfield School System, as follows:

	<u>1st</u> <u>Year</u>	<u>2nd</u> <u>Year</u>	<u>3rd</u> <u>Year</u>	<u>4th</u> <u>Year</u>	<u>5th</u> <u>Year</u>
Dept. Head	1.02	1.04	1.06	1.08	1.10

- B. All relevant provisions of the March 23, 1988, Memorandum of Agreement on Department heads are hereby incorporated into this Agreement and attached as Appendix C.
- C. Teachers whose regular assignments require them to give eleven (11) months' service instead of the usual ten (10) months will be paid for the additional month at the same rate.
- D. Guidance Specialists - including Counselors, School Psychologists, Adjustment Counselors - shall be paid an additional amount in accordance with the current schedule as printed Appendix B.

It is understood, however, that the above will not apply to employees who are or an administrative ratio.

- E. A long term "temporary substitute" is defined as one who is employed for less than a school year to take the place of a regularly employed teacher who is absent for illness or by reason of educational leave, maternity leave, military leave, sabbatical leave, or other leave. Said long term temporary substitutes will be paid on the Bachelor's scale, Step I for any assignment whose duration exceeds thirty (30) working days, commencing on the thirty-first (31st) day.

In the event a substitute teacher performs work in a long term assignment for more than ninety-one (91) working days, the substitute teacher's compensation retroactive to the

first day of the assignment, will be according to the regular teacher salary schedule (Appendix A). "Working days" shall be defined as school days in which work is either actually performed by the substitute teacher for which the substitute is compensated by the School District or the substitute teacher has utilized an authorized paid leave day in one (1) of the categories referenced below. Intermittent absences on a non-pay basis shall not interrupt the calculation of the total accumulation of the number of days in the assignment, but shall not be counted towards working days for the purposes of being placed on the salary schedule. Educational attainment and experience level shall be determined by the Superintendent. Provided, however, that if the vacancy is known to be at least ninety-one (91) days at the time of hire the substitute teacher will be placed directly on the regular teacher salary schedule. It is understood by the parties to this Agreement that substitute teachers are excluded from all of the provisions of this Collective Bargaining Agreement, except for compensation as set forth above, medical insurance, funeral leave, personal leave and sick leave, and the limited right to use the grievance procedure solely in these specific areas. Provided, however, sick leave will be earned at the rate of one and one-half (1½) days per month worked.

Any substitute teacher who is awarded a regular teaching contract by the Superintendent, immediately following a full year(s) of consecutive service will be credited with seniority, retroactive to the first day of said first full year of consecutive service.

- F. Westfield Vocational High School teachers will be paid the same schedule as public school teachers, with the following modifications.
1. Westfield Vocational High School teachers provisionally approved by the Vocational Division of the State Department of Education to teach trade subjects, but without a degree, will be paid on the schedule of teachers with the Bachelor's Degree. These teachers must earn at least twenty-four (24) credits and receive full Department of Education approval within three (3) years.
 2. Westfield Vocational High School teachers approved by the Vocational Division of the State Department of Education to teach trade subjects, and who also have earned fifty-one (51) credits, will be paid on the schedule of teachers with Master's Degree. The fifty-one (51) credits includes the necessary eighteen (18) credits to qualify for Department of Education approval.
 3. Westfield Vocational High School teachers approved by the Vocational Division of the State Department of Education to teach trade subjects, and who also have earned eighty-seven (87) credits, will be paid on the schedule of teachers with the Master's Degree plus thirty (30) credits.
 4. Westfield Vocational High School teachers approved by the Vocational Division of the State Department of Education to teach trade subjects, and who also have

earned one hundred twenty-three (123) credits or a Bachelor's Degree will be paid on the schedule of teachers with the Master's Degree plus forty-five (45) credits.

5. Westfield Vocational High School teachers approved by the Vocational Division of the State Department of Education to teach trade subjects, and who also have earned one hundred fifty-nine (159) credits will be paid on the schedule of teacher with the Master's Degree plus sixty (60) credits.
 6. A Westfield Vocational High School teacher must have earned a Doctorate Degree in order to be paid on the Doctorate scale.
 7. Each year of trade experience in excess of the number required for certification by the Vocational Division of the State Department of Education may be counted as a year of teaching experience for teachers of trade subjects.
- G. The hourly rate paid teacher of evening school, summer school, driver education (classroom) standing curriculum committees and the like will be paid at the rate of thirty-one dollars and eighty-one cents (\$32.60) per hour. Driver education (road time) will be paid at the rate of thirty-two dollars and sixty cents (\$32.60)per hour. Effective August 25, 2008 the hourly rate will increase to thirty-three dollars and fifty-eight cents (\$33.58) and effective August 25, 2009, thirty-four dollars and seventy-six cents (\$34.76) per hour.
- H. Vocational Lead Teachers - Annual stipends will be paid as follows:

	8/25/07	8/25/08	8/25/09
Allied Health	1,000	1,200	1,236
Auto Body	1,000	1,200	1,236
Auto Technology	1,000	1,200	1,236
Carpentry	1,000	1,200	1,236
Culinary	1,000	1,200	1,236
CNET	1,000	1,200	1,236
Graphic Arts	1,000	1,200	1,236
Horticulture	1,000	1,200	1,236
HVAC	1,000	1,200	1,236
Electrical	1,000	1,200	1,236
Manufacturing	1,000	1,200	1,236
Office Technology	1,000	1,200	1,236

ARTICLE V
TEACHING HOURS AND TEACHING LOAD

- A. The starting and dismissal times for all schools and the times 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>		
(Franklin Ave., Highland, Juniper Park, Munger Hill, Papermill, Abner Gibbs, Moseley, Southampton Road)	9:00 a.m. 3:00 p.m.	8:45 a.m. 3:15 p.m.
<u>Kindergarten:</u>		
(Franklin Ave., Highland, Juniper Park, Munger Hill, Papermill, Abner Gibbs, Moseley, Southampton Road, Fort Meadow)		
Morning Session	9:00 a.m. -	11:30 a.m.
Afternoon Session	12:30 a.m. -	3:00 p.m.
<u>Middle School:</u>		
	8:00 a.m. 2:29 p.m.	7:50 a.m. 2:35 p.m.
<u>Senior High School/Vocational</u>		
<u>High School</u>	7:20 a.m. 1:56 p.m.	7:15 a.m. 1:59 p.m.

The School Committee reserves the right to change the building hours up to a maximum of thirty (30) minutes plus or minus the previous school year hours provided no overall increase in the length of the teacher work day results. The School Committee will give notice to the teachers no later than August 15th of the year in which the change is to take effect. During the life of the 2007-10 agreement, the school year 1993-94 will be used as a benchmark.

- B. Personnel other than classroom teachers 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.
- 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. Reasonable schedules and/or duties will be assigned by each building principal. Staff meetings, should normally not exceed one (1) hour in length and should normally precede or occur immediately following the teacher work day.

- D. The work year of teachers (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than August 25 and will terminate no later than June 30, and will be one hundred eighty-four (184) scheduled work days. The one hundred eighty-third (183rd) and one hundred eighty-fourth (184th) days will be used as professional/curriculum days with no students present unless needed to meet state regulations regarding student attendance or time and learning. New teacher orientation will always be held on the first day of school and no earlier than August 25. Orientation days for other than new personnel shall be considered as scheduled work days. Any days worked above this limit shall be reimbursed at the rate of 1/184 of the teacher's contracted salary. Prior to March 1st, the Association will be given an opportunity for input into the school calendar, prior to its adoption by June 1st, to take effect the following year. The School Committee will negotiate with the Association before making changes in the calendar after June 1st. Guidance specialists may have their work year extended up to ten (10) days at the discretion of the Superintendent at a per diem rate as needed. Guidance counselors will minimally, work an additional four (4) days at the beginning/end of the school year at their per diem. Specialists, after prior consultation by the building principal or designee, will be notified no later than May 15 of the number of days and dates of work for the summer period. The parties have acknowledged a calendar for the 2004-2005 year per their tentative agreement.
- E. Effort shall be made to schedule classes in secondary schools so that secondary school teachers shall not be required to teach more than two (2) fields nor more than two (2) preparations daily.
- F. Each teacher in the secondary schools will have one (1) duty free preparation period daily. Each Unit A employee in the elementary schools will have a minimum of five (5), thirty (30) consecutive minutes, duty-free preparation periods per week (this includes specialists and other non-classroom personnel. Travel time between schools will not be considered preparation time. Any elementary classroom teacher who is denied a scheduled preparation period as defined above will be compensated at a rate of twenty-one dollars and nineteen cents (\$21.19) effective 8/25/07, twenty-one dollars and eighty-two cents (\$21.82) effective 8/25/08 and twenty two dollars and forty-eight cents (\$22.48) effective 8/25/09 per period denied. For teachers who, during the normal work day, are required to attend a "766" meeting and thereby are denied their scheduled preparation period, the Committee will agree to compensate these teachers at the rate of twenty-one dollars and nineteen cents (\$21.19) effective 8/25/07 per preparation period denied. The twenty-one dollars and nineteen cents (\$21.19) rate will be increased to cents twenty-one dollars and eighty-two cents (\$21.82) on 8/25/08 and twenty two dollars and forty-eight cents (\$22.48) on 8/25/09.
- G. 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.

- H. The Committee recognizes the need to provide teachers with adequate opportunity to develop curriculum or learning improvement programs or materials. This opportunity will be afforded teachers working in group effort or on an individual level. It is agreed that upon submission to the Superintendent of a specific plan, individual teachers or groups of teachers may be released from normal responsibilities for the purposes of research, grant writing, or the study and development of curriculum materials. The duration of release shall be appropriate to the need. During the time of release a substitute will be engaged to replace the released teacher.

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

ARTICLE VI CLASS SIZE

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 and facilities, such reductions will be made.

ARTICLE VII SPECIALISTS AND SPECIAL PROGRAMS

- A. The Committee and the Association recognize that an adequate number of competent specialists is essential to the operation of an effective educational program. Accordingly, to the extent possible, the following are among the specialists which should be available in the elementary and secondary schools:
- Art, Music, Speech and Hearing, Reading, Physical Education, Special Education, Elementary Guidance Counselors, School Adjustment Counselors, Secondary Guidance Counselors, School Psychologist, Vocational Counselors, Visiting Teachers, and Librarians.
- B. Specialists will be reimbursed at the prevailing city rate for required and/or approved inter-school travel.
- C. Specialists will be assigned non-teaching duties in proportion to the percentage of time spent in the particular building.

ARTICLE VIII
NON-TEACHING DUTIES

- A. The Committee and the Association agree that the primary purpose of the teacher is to teach and that his energy should, to the extent possible, be utilized to this end. The Committee agrees to make reasonable effort to relieve teachers of the duties listed below in order that more of the teacher's time may be devoted to instruction and preparation.

These duties include, but are not limited to, such things as: banking money, collections for PTA charities, insurance applications and collections, book distribution, duplication of instructional materials, and maintenance of school registers. Elementary teachers will not be required to collect milk or lunch money.

- B. Each teacher 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 teacher is employed. When this is not possible, teachers assigned to lunch duty shall be compensated. When teachers are compensated, compensation will be at the rate of fifteen dollars and fifty-six cents (\$15.56) effective 8/25/07, per hour. This rate will increase to sixteen dollars and three cents (\$16.03), effective 8/25/08, and sixteen dollars and fifty-one cents (\$16.51), effective 8/25/09.
- C. Teachers will not be required to drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance approval of their principal or immediate supervisor.

ARTICLE IX
TEACHER EMPLOYMENT

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

1. Degree status
2. Previous teaching experience - either public school, private school or other related work experience acceptable to the Superintendent, who shall not reasonably withhold such acceptance - provided such teaching experience shall have been continuous service of more than ninety-one (91) days of any school year. The Association will be notified of the specifics of any deviation.

3. Military service
4. Visa and/or Peace Corps service

ARTICLE X TEACHER ASSIGNMENT

Although the Committee and the Association recognize that in-building reassignment by principals is sometimes necessary, they also recognize that frequent changes in grade level assignments at the elementary level and subject assignments at the secondary level can be disruptive to the educational process.

Therefore, they agree as follows:

- A. Teachers will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 15.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- C. Changes in grade assignments in the elementary school and subject assignments in the secondary schools will be made only for just cause.
- D. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel. Such teachers will be notified of any changes in the schedules as soon as practicable.
- E. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex or marital status.

ARTICLE XI TRANSFERS

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

Therefore, they agree as follows:

- A. When a reduction in the number of teachers in a school is necessary, volunteers will be transferred first.
- B. When involuntary transfers are necessary, a teacher's area of certification, major and/or minor field of study, quality of teaching performance and seniority will be considered in determining which teacher is to be transferred. Whenever comparable positions are available, teachers being involuntarily transferred will be transferred to such comparable positions.

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

- C. A list of open positions in other schools will be made available to all teachers being transferred, and all other factors being substantially equal, preference will be given in filling such positions on the basis of seniority. Teachers 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 a teacher is assigned to such vacant position.
- D. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 15.
- E. Exceptions to the provisions of Sections 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 teacher(s) 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 Two thereof.
- F. Teachers 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 are valid for one (1) school year only and must be resubmitted annually for consideration for transfer.

ARTICLE XII REDUCTION IN FORCE

Notwithstanding any other provision in this Agreement to the contrary, in the event it becomes necessary to reduce the number of employees in the bargaining unit, the following factors will be considered:

- a. Teacher's area of certification
- b. Major and/or minor field of study
- c. Quality of teacher performance
- d. Seniority in the bargaining unit as defined in Article XXXI and, when all factors constituting a, b, and c above are relatively equal, seniority shall govern.

Any member of Unit B with previous service in Unit A positions will re-enter Unit A with seniority as defined in Article XXXI, but modified to include prior time spent in Unit A positions, with the exception of time spent in the positions of Director of Music and Director of Physical Education which, for seniority purposes under this Agreement, will be counted as Unit A time.

An employee whose position is eliminated shall replace the employee with the lowest seniority anywhere within the school system in an area in which the laid-off employee is qualified or becomes qualified by the time the reduction in force becomes effective. Provided, however, the teacher gives written notice to the Superintendent stating an intent to obtain additional qualifications, including certification, within thirty (30) days of the teacher's receipt of a layoff notice.

"Qualified" means that the teacher has on file with the Office of the Superintendent evidence that he/she possesses the necessary qualifications or can, and does, obtain said qualifications by the effective date of his/her layoff.

In cases involving teachers who have identical seniority, preference for retention or recall shall be given to the teacher who has achieved the highest level of training.

Teachers who are affected by a reduction in staff due to budgetary constraints must be notified prior to June 15th of the school year preceding the year in which the reduction will take effect. The June 15th notice date may be waived by mutual agreement of the parties. For any other reason of layoff, (e.g., good faith administrative error in bumping process, elimination of position through change in enrollment) the School District agrees to provide sixty (60) calendar days advance notice to the teacher of the layoff action. Said notice shall include the specific reasons for the layoff.

Teachers who have been laid off shall be entitled to recall rights for a period of time equal to their seniority but not to exceed two (2) years from the effective date of their respective layoffs.

During the recall period, teachers shall be notified by certified mail to their last address of record, and given preference for positions as they develop in the inverse order of their

respective layoff, and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon reemployment within the recall period. During the recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.

A member of the bargaining unit shall have fifteen (15) calendar days from date of postmark of the letter to notify the Committee of his/her acceptance or rejection.

A member of the bargaining unit who rejects recall for reasons of illness or disability rendering him/her unable to work or other good reason as determined by the Superintendent shall be moved one (1) position down on the recall list or to the bottom of the recall list, whichever is higher on the list, and the reason for the rejection must be stated on the letter of rejection. Proof of illness or disability must be furnished to the School Committee, if requested. Regarding an illness or disability rendering a member of the bargaining unit unable to work, the Committee may require a letter from a physician certifying that the illness or disability renders him/her unable to work. All members of the bargaining unit who reject a recall (except for substitute work) with no reason or an unacceptable reason under this section will be removed from the recall list. Failure to answer a recall notification shall be considered as rejection without reason and said bargaining unit member's name shall be removed from the recall list. The bargaining unit member and the Association will be notified in writing within fifteen (15) days of the bargaining unit member's removal from a recall list. Said removal of a bargaining unit member's name from the recall list will satisfy all of the School Committee's obligations under this Article and be deemed a voluntary resignation.

Professional services previously performed by any teacher who has been laid off shall not be performed by anyone who is not a member of the bargaining unit.

ARTICLE XIII VACANCIES AND PROMOTIONS

- A. Whenever a permanent vacancy in a professional position in the bargaining unit, caused by retirement, death, resignation, promotion or discharge or any newly created position in the bargaining unit, occurs other than that of a classroom teacher, 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 therefor. A disagreement over the necessity for such change will be subject to the grievance and arbitration procedures set forth in this Association. 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.

- B. All qualified teachers will be given adequate opportunity to make application for such 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 teachers already employed by the Committee and each teacher 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. The Superintendent agrees to post newly created positions only, which arise under the Unit A contract, to all staff during implementation of a reduction in force and subsequent related reassignments. The parties agree that such application will be considered in accordance with the provisions of this article as it relates to newly created positions and is in the best interests of the teacher(s) and/or school(s) affected.
- D. Appointments will be made without regard to race, creed, color, age, religion, nationality, sex or marital status.
- E. Permanent vacancies caused by retirement, death, resignation, promotion or discharge or any newly created position which occur in regular classroom positions will be posted as per Paragraph A. The Superintendent, however, reserves the right not to fill the vacancy until the start of the next school year and provided, further, the filling of vacancies under this Paragraph D will be subject to the provisions of Article XII.
- F. 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 teachers 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.

ARTICLE XIV
POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL
AND UNDER FEDERAL PROGRAMS

- A. All 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 teachers who have applied for such positions will be notified of action taken regarding their applications as early as possible.
- B. Regular positions in the Westfield summer school and evening school and positions under Federal programs will be filled first by regularly appointed teachers 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 positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, seniority in regard to summer school or evening school positions. Teachers with satisfactory previous Westfield Summer School or Evening School teaching experience shall have first preference.

ARTICLE XV
TEACHER EVALUATION

- A. All observation of the work performance of a teacher will be conducted openly. Teachers 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. In the event of any adverse criticism or an unsatisfactory evaluation, a teacher at his option shall have ample opportunities to demonstrate improved performance and, if necessary, shall be able to have additional evaluations by a second administrator. Effective August 25, 2001 there will be a new evaluation document based on RBT (Research for Better Teaching) model attached as Appendix F.
- B.
 - 1. Teachers will have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him during such review.
 - 2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher has had an opportunity to review such material. The teacher 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 teacher 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 formal complaints regarding a teacher made to a member of the administration by a parent, student or other person will be promptly called to the attention of the teacher.

- D. The Association recognizes the authority and responsibility of the principal and the Superintendent of Schools for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he will be entitled to have a representative of the Association present.
- E. No teacher will be disciplined, reprimanded reduced in rank or compensation without just cause.
- F. A separate evaluation instrument will be used with the School Nurses. The evaluation instrument is part of this agreement to be administered on a yearly basis.

ARTICLE XVI
TEACHER FACILITIES

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

ARTICLE XVII
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 XVIII
SICK LEAVE

Teachers will be entitled to fifteen (15) 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. If a teacher is unable to report on the first day of school due to extraordinary circumstances beyond the control of the teacher, such as a death in the immediate family or a personal medical problem which has resulted in long period of convalescence, sick leave will not be prorated and the teacher will be credited with sick leave as if reporting on the first day. Credit for sick leave will be restored upon their return to work.

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. The Employee Reporting Form (Appendix D) properly filled out, will be required of any employee who has had three (3) incidents of absence in any contract year.

In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the teacher may be required to submit a certificate of personal illness to the Superintendent of Schools.

The Superintendent has the right to discipline for abuse of sick leave. 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 Superintendent action on request for additional sick leave days:

- 1. The teacher has professional status in the Westfield Schools.
- 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 eighty two (182) days.
4. The sex or marital status of the teacher 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 convalescence will not disqualify a teacher from being allowed additional days if the other criteria listed are met.

ARTICLE XIX
SEVERANCE PAY

- A. A Teacher upon retirement, or his estate upon his death, will be paid for accumulated unused sick leave days up to a maximum of sixty-five (65) days. This maximum will be one hundred (100) days provided the teacher has accumulated one hundred eighty (180) days of sick leave on the effective date of retirement or death.
- B. Should a teacher 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. Notice under this section is for budgetary reasons only. It is not to be construed as a letter of resignation from the District, unless so noted on the appropriate form. (Appendix E) The letter requesting said funds, along with the appropriate form, shall be submitted to the office of the Director of Human Resources, unless otherwise designated by the Superintendent of Schools.
- C. A teacher who elects to receive his severance pay under the terms of paragraph B of this Article shall receive a salary adjustment based on the salary he receives during his last year of service.
- D. Teachers 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. Teachers who fail to satisfy the February 1 date would not receive their severance benefit until the succeeding budget is prepared and voted.

ARTICLE XX
TEMPORARY LEAVES OF ABSENCE

- A. Teachers 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 matter which requires 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. A personal day under this section will not normally be considered the day before or after a holiday or vacation. Any personal days under this section which are unused in a given school year, will be transferred to the employee's sick leave balance at the end of the year.
 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 teacher's employment or with the school system or in any other legal proceeding if the teacher 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. Teachers will be granted up to three (3) days at the discretion of the Superintendent to arrange for and attend the funeral of other members of the teacher's family or persons who are as close as family.
 6. Teachers will be granted up to five (5) days at any one time in the event of serious illness requiring bedside or household attention by the teacher or the teacher's spouse, child or parent. Teachers will be granted up to three (3) days at the discretion of the Superintendent in the event of serious illness requiring bedside or household attention of other members of the teacher's family or persons who are as close as family; however, the total number of days available in any one (1) year to all teachers under this section will be no more than the total number of full time teachers times one.
 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. Teachers 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.

8. Time necessary for jury duty as mandated under the General Laws of Massachusetts. Teachers serving on jury duty shall receive no loss of pay for any such time served. All payments by the Commonwealth or subdivision thereof, shall be turned over to the Committee.
- B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his own substitute. Any absence occasioned by a teacher'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.
- C. The School Committee shall not be required to restore an employee on leave to his previous or a similar position if other employees or equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other change 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 he may be entitled as of the date of his leave.
- D. 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 teacher will be eligible for such days from the bank of family illness days for a period not to exceed thirty (30) working days. Should said bank be reduced to zero, the teacher 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 A, they shall have the option of sharing the total not to exceed the thirty (30) day maximum.
- E. The Superintendent has the right to grant additional temporary leaves of absence with pay for extreme and extenuating circumstances.

ARTICLE XXI

EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. The Superintendent agrees that up to three (3) teachers 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, a teacher 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 teacher who joins the Peace Corps in a teaching capacity or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- C. During any period of active military service, the employee shall be eligible for the difference between his salary from the state or federal government and his regular pay. The parties recognize the repeal of G.L. c. 33, § 59 by the City of Westfield.
- 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 his/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 a 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 his/her leave.

The Superintendent shall not be required to restore an employee on maternity leave to his/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 he/she may be entitled as of the date of his/her leave.

Such maternity leaves shall not affect the employee's right to receive any benefits for which he/she is eligible at the date of his/her leave, and any other advantages or rights of his/her employment incident to his/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 all other employees on a leave of absence.

- E. A leave of absence of up to six (6) months may be granted for the purpose of caring for a sick member of the teacher's immediate family defined as father, mother, spouse, or child.

- F. The Superintendent will grant a leave of absence for two (2) terms or no more than four (4) years to any teacher to campaign for or serve in a public office. This Paragraph will apply only in the event a comparable position vacancy is available.
- G. Teachers returning from a leave of absence under Paragraphs D, E, or F will return to the appropriate place on the salary schedule.
- H. After three (3) years of continuous employment in the Westfield School System, a teacher 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.
- I. Any teacher 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.
- J. Other leaves of absence without pay may be granted by the Superintendent and/or the Committee.
- K. All benefits to which a teacher was entitled at the time his/her 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 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 an employee on leave to his 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 he may be entitled as of the date of his leave.
- L. All requests for extensions or renewals of leaves will be applied for and granted in writing.
- M. Teachers 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 agreement.

ARTICLE XXII
SABBATICAL LEAVES

Upon approval of the Superintendent of Schools, sabbatical leaves will be granted for study or travel to a member of the teaching staff. A committee will be appointed consisting of three (3) members chosen by the School Committee and three (3) members chosen by the

Teachers Association to assist the Superintendent in making his decision under this section. The sabbatical leaves are subject to the following conditions:

1. No more than one (1) percent of the teaching staff 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 teacher has completed at least five (5) consecutive full school years of service in the Westfield School System.
4. Teachers on sabbatical leave will be paid at fifty (50) percent of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate.
5. The teacher 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 teacher does not perform this Agreement, he/she shall repay to the City of Westfield in 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 teacher does not perform his/her duties for the Westfield Public Schools; provided, however, that the teacher 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, or death, or if he/she be discharged from his/her duties by the Westfield School Committee. A teacher 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. The School Committee shall not be required to restore an employee on leave to his 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 he may be entitled as of the date of his leave. The pay-back provision of Paragraph 6 will be held in abeyance during the recall period.

ARTICLE XXIII

SUBSTITUTE TEACHERS

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 salary schedule, Article IV, entitled Substitute Teachers. If a certified substitute teacher is unavailable, such vacancies will be filled by qualified non-certificated personnel.

ARTICLE XXIV PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

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

The parties agree that additional training and education as part of staff development programs are essential to the continued professional growth of staff members, recertification of staff, 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 staff incentive program is established.

The School Committee agrees to set aside one percent (1%) of its annual professional 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, a staff member 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) teachers designated by the Teachers Association. Final determination will be made consistent with School District priorities.

In addition to the approval of plans submitted by staff, 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.

ARTICLE XXV
INDEMNIFICATION

If criminal or civil proceedings are brought against an employee, alleging that he committed a wrong while acting within the scope of his official duties or employment, the Committee will furnish and select legal counsel to defend him in such proceedings, if he so requests such assistance. If an employee desires to bring criminal or civil proceedings in connection with an alleged assault suffered by him while acting within the scope of his official duties or employment, such teacher 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 the teacher, after having so requested in writing, prevails in the proceedings, then the Committee will reimburse the teacher for reasonable counsel fees incurred by him.

ARTICLE XXVI
PERSONAL INJURY BENEFITS

- A. Whenever an employee is absent from school as a result of personal injury or assault occurring in the course of his employment, he will be paid for his regular salary, less the amount he receives under Workmens' Compensation insurance, for the period of such absence and such absence will be charged to his annual or accumulated sick leave.
- B. The Committee will reimburse employees for:
 - 1. Any clothing or personal property damaged or destroyed in connection with such personal injury or assault 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 or assault sustained in the course of his employment.

ARTICLE XXVII
INSURANCE AND ANNUITY PLAN

- A. 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 cost of the following types of insurance coverage:
 - 1. A five thousand dollar (\$5,000) term life insurance plan of the type presently available to teachers.

2. Individual or family coverage, whichever applies in the particular case, for Blue Cross - Blue Shield of the type presently available to teachers [sixty percent (60%) to be paid by Employer]*.
3. Any other health insurance plans which the Committee, following consultation with the Association, may desire to provide for teachers and/or retired teachers.

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

- B. If two (2) or more teachers belong to a single family unit and are eligible for coverage under Paragraph A 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.

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. 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 Blue Choice 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 XXVIII TEXTBOOKS

- A. The Committee will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for his own use.

- B. Recognizing the statutory responsibility of the Principal with the approval of the Superintendent for the adoption of textbooks and also the professional competence and skills of the staff in relation to textbook and other learning material selection, the Association and the Superintendent agree that the selection of textbooks and other learning materials to be used in the schools shall continue to be cooperatively arrived at through joint consultation among teachers, administrators, and central administration, subject to final approval by the Superintendent.

ARTICLE XXIX
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 teachers 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 of this Article 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 of this Article. The Committee will notify the Association monthly of any changes in said list. Any teacher 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 of this Article. For the purposes 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 XXX
AGENCY SERVICE FEE

As a condition of employment during the term of this Agreement, every member of the bargaining unit who is not also a member of the Association shall pay, or by payroll deduction, shall have paid to the Association an Agency Service Fee that shall be one hundred percent (100%) of the then current rate of dues payable by a member of the said Association, 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 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 beginning of employment of any such teacher, or 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 of this Agreement to the contrary notwithstanding, every teacher 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 teacher after the Association shall have notified the Superintendent that such teacher has not fulfilled the condition herein prescribed. The said notice shall be sent by registered mail, return receipt requested, and shall give such teacher fourteen (14) days from the date of its receipt to fulfill the said condition. Within the said fourteen (14) days the Committee or its designee shall grant such teacher such opportunity to respond to the said notice.

Whenever such teacher shall not have fulfilled the condition herein prescribed within 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 teacher 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.

It is agreed to by the Association and the Committee that such agency service fee shall be a condition of employment only for full or part time school day/school year employees of the Committee.

ARTICLE XXXI
SENIORITY

- A. "Seniority" means a teacher'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:

1. Military leaves as required by law.
 2. Sabbatical leave.
 3. Eight (8) weeks maternity leave.
 4. All leaves provided under Articles XVIII and XX.
 5. Any other leaves governed by statute.
- B. 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 XXXII
GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in its activities.
- B. 1. 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 five (5) 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.

2. The President of the Westfield Education Association will be released from all duties one-half (½)day per month for Association business. The parties agree to consider expansion of the current half day release time per month, in consultation with the School Superintendent, if the needs of the District so dictate. The President, if he/she is a secondary level (6-12) teacher, will be relieved of any duties including Home Room Duty. The President agrees to utilize this time, in part, in activities to foster labor-management cooperation and will include within his activities meetings with the Superintendent and school administration to further those efforts. In addition, the President shall be released to attend the quarterly meetings of the urban teachers association.
- C. Teachers will be entitled to full rights of citizenship, and no religious political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher. 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 which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any 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 Committee members 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 to each teacher 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 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 teachers' wages, hours and other conditions of their employment and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other actions as may be necessary in order to give full force and effect to the provisions of this Agreement.

ARTICLE XXXIII
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 operation 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 M.G.L.A. 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 XXXIV
NO-STRIKE/NO-LOCKOUT

The Association agrees that for the duration of this Agreement it shall not engage in a strike, nor shall it induce, encourage, or condone any strike, work stoppage, slowdown or withholding of service.

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, unions or associations who are not signatory parties to this Agreement.

In consideration of the foregoing, the School Committee agrees that for the duration of this Agreement there shall be no lockouts or interference in the performance of teacher work by the Committee or its Agents.

Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause.

The above shall not alter any rights of teachers, the Association, the School Committee or its Agents as provided in M.G.L.A. c. 150E.

If the School Committee claims the Association has violated any provision of this Article, it may present such claim to the Association in writing. The President of the Association shall arrange for a meeting between the School Committee's representatives and the Association or its representatives to take place within ten (10) calendar days. Upon conclusion of the meeting, the Association will provide the School Committee with its written decision within ten (10) calendar days. If the claim is not resolved, the School Committee may submit the dispute to arbitration under the procedures described in Article III of this Agreement.

ARTICLE XXXV PRORATION OF SALARIES

Any teacher who is hired to less than a full time position, or any teacher whose teaching assignment is diminished to less than full time, will be compensated on a pro rata basis for the time actually worked.

ARTICLE XXXVI EVENING PARENTAL CONFERENCES

- A. Evening conferences will be held in the Fall and in the Spring.
- B. The conferences will be held on days built into the school calendar which provides for early dismissal of students and release time for teachers. Dismissal times will be as listed on the school calendar adopted by the School Committee.
- C. The conference will be held between 6:30 p.m. and 8:30 p.m.
- D. The individual conferences will be by appointment.

- E. Elementary and Secondary Conferences will not be held on the same evening.

ARTICLE XXXVII
STANDING CURRICULUM COMMITTEES

- A. Teachers serving on standing curriculum committees will be compensated at the hourly rate set out in Article IV, G. The need for curriculum revision and/or development in any given discipline will be determined by the Superintendent.
- B. Appointment to serve on a standing curriculum committee will be in accordance with Article IV, G. The hourly rate will be part of the posting notice.

ARTICLE XXXVIII
LONGEVITY PAY

- A. Teachers who on August 25 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

- B. This longevity compensation will be added to the base salary referenced in Appendix A, to determine the teacher's annual compensation.
- C. In computing the complete years of service in paragraph A, credit for one-half ($\frac{1}{2}$) of the prior full years of service with other school systems will be allowed.

ARTICLE XXXIX
READING TEACHERS

- A. For the specific purpose of Article X - Teacher Assignment, Article XII - Reduction-in-Force, Article XI - Transfers and the Agreement in general, reading teachers will be

considered a system wide department, with specific building assignments within the said department.

- B. Reasonable assignments will be made by the Superintendent of Schools or his designee, consistent with the provisions of this Agreement.
- C. Seniority is defined in accordance with Article XXXI - Seniority, of the collective bargaining agreement.
- D. Sources of funding (e.g., Title I, Chapter 766, City Funds) will have no impact on the application of this Article.

ARTICLE XXXX

DANCE SUPERVISION - WESTFIELD HIGH SCHOOL WESTFIELD MIDDLE SCHOOL, AND WESTFIELD VOCATIONAL SCHOOL

- A. Twenty-nine dollars and fifty-four cents (\$29.54) per hour with a four (4) hour guaranteed minimum.
- B. Procedure for assignment will be a rotating alphabetical roster, with provision that the assigned teacher(s) may recruit a volunteer (from the faculty) who would assume the responsibility of the assignment. The volunteer while receiving the compensation for dance supervision would still have to take his/her assigned supervision when his/her turn on the roster is reached, subject of course to their getting a volunteer, etc.

The procedure for the above volunteer coverage will require adequate advance notice to the Administrator in charge of Dance Supervision as to who the substitute teacher will be.

- C. The Association agrees to recognize dance supervision at Westfield High School, Westfield Middle School, and Westfield Vocational School as a contractual obligation and condition of employment for all Westfield High School, Westfield Middle School, and Westfield Vocational School Teachers.
- D. Advisors to clubs and activities who sponsor dances are not eligible for the above compensation and their attendance at dances will continue to be considered mandatory.

ARTICLE XXXXI

SUPERVISION ASSIGNED DUTIES - WESTFIELD HIGH SCHOOL, WESTFIELD MIDDLE SCHOOL, AND WESTFIELD VOCATIONAL SCHOOL

- A. Faculty members of Westfield High School, Westfield Middle School and Westfield Vocational School shall be compensated at the rate of twenty-nine dollars and fifty-four cents (\$29.54) per hour with a four (4) hour guaranteed minimum for supervising certain other assigned duties (e.g., plays, movies, class variety shows, gong shows).

Specifically excluded from the terms of this Article are Graduation activities and Open House activities.

- B. Procedure for the assignment will be a rotating alphabetical roster, with the provision that the assigned teacher(s) may recruit a volunteer from the School faculty who would assume the responsibility of the assignment.

The volunteer while receiving the compensation for this supervision would still have to take his/her assigned supervision when his/her turn on the roster is reached, subject of course to their getting a volunteer, etc. The procedure of the above volunteer coverage will require adequate advance notice to the administrator in charge of the supervision as to who the substitute teacher will be.

- C. The Association agrees to recognize those certain other assigned duties at Westfield High School, Westfield Middle School and Westfield Vocational School as a contractual obligation and condition of employment for all Westfield High School, Westfield Middle School, and Westfield Vocational School Teachers.

ARTICLE XXXXII DURATION

These Agreements shall continue in full force and effect from August 25, 2007 through August 24, 2010. Collective bargaining for a new Agreement, to become effective upon the expiration of this Agreement, may be initiated by either party by October 1, 2009 by giving written notice to the other party. If negotiations are not completed by August 24, 2010, the provisions of this Agreement will remain in full force and effect until said successor agreement is executed. Providing, however, either party can terminate this Agreement after August 24, 2010 by mailing written notice of their intention to terminate the Agreement. Said written notice must be served at least forty-five (45) calendar days prior to the actual termination. The actual termination shall be no earlier than October 15, 2010.

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 hereunto set their hands and seals this ____th day of October, 2007.

WESTFIELD SCHOOL COMMITTEE

By _____
Acting Chairperson

By _____
Vice-Chairperson

WESTFIELD EDUCATION ASSOCIATION

By _____
President

348718 v.01

SALARIES EFFECTIVE AUGUST 25, 2006

Step	B	M	M+30	CAGS/M+45	M+60	DOCTOR
2	33,284	36,599	39,648	41,261	42,086	42,699
3	34,712	38,046	41,091	42,699	43,554	44,155
4	37,379	40,762	43,848	45,479	46,388	46,939
5	38,444	41,794	44,863	46,476	47,406	47,921
6	39,874	43,249	46,313	47,922	48,880	49,373
7	41,303	44,700	47,753	49,376	50,364	50,824
8	42,742	46,144	49,204	50,824	51,841	52,269
9	44,171	47,585	50,652	52,270	53,316	53,721
10	45,890	49,326	52,388	54,014	55,095	55,458
11	47,615	51,061	54,129	55,753	56,867	57,198
12	49,797	53,800	58,010	59,712	60,906	62,350
13	52,333	56,539	60,962	62,749	64,004	65,523

SALARIES EFFECTIVE AUGUST 25, 2007

Max Step 2% 1st Half

Step	B	M	M+30	CAGS/M+45	M+60	DOCTOR
2	33,284	36,599	39,648	41,261	42,086	42,699
3	34,712	38,046	41,091	42,699	43,554	44,155
4	37,379	40,762	43,848	45,479	46,388	46,939
5	38,444	41,794	44,863	46,476	47,406	47,921
6	39,874	43,249	46,313	47,922	48,880	49,373
7	41,303	44,700	47,753	49,376	50,364	50,824
8	42,742	46,144	49,204	50,824	51,841	52,269
9	44,171	47,585	50,652	52,270	53,316	53,721
10	45,890	49,326	52,388	54,014	55,095	55,458
11	47,615	51,061	54,129	55,753	56,867	57,198
12	49,797	53,800	58,010	59,712	60,906	62,350
13	53,380	57,670	62,181	64,004	65,284	66,833

SALARIES EFFECTIVE

Max Step 1% 2nd Half 2007/2008

Step	B	M	M+30	CAGS/M+45	M+60	DOCTOR
2	33,284	36,599	39,648	41,261	42,086	42,699
3	34,712	38,046	41,091	42,699	43,554	44,155
4	37,379	40,762	43,848	45,479	46,388	46,939
5	38,444	41,794	44,863	46,476	47,406	47,921
6	39,874	43,249	46,313	47,922	48,880	49,373
7	41,303	44,700	47,753	49,376	50,364	50,824
8	42,742	46,144	49,204	50,824	51,841	52,269
9	44,171	47,585	50,652	52,270	53,316	53,721
10	45,890	49,326	52,388	54,014	55,095	55,458
11	47,615	51,061	54,129	55,753	56,867	57,198
12	49,797	53,800	58,010	59,712	60,906	62,350
13	53,913	58,246	62,803	64,644	65,937	67,502

Actual amount earned for 07/08 for step 13

13*	53,647	57,958	62,492	64,324	65,611	67,168
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SALARIES EFFECTIVE AUGUST 25, 2008

1st half 2%

Step	B	M	M+30	CAGS/M+45	M+60	DOCTOR
2	33,950	37,331	40,441	42,086	42,928	43,553
3	35,406	38,807	41,913	43,553	44,425	45,038
4	38,127	41,577	44,725	46,389	47,316	47,878
5	39,213	42,630	45,760	47,406	48,354	48,879
6	40,671	44,114	47,239	48,880	49,858	50,360
7	42,129	45,594	48,708	50,364	51,371	51,840
8	43,597	47,067	50,188	51,840	52,878	53,314
9	45,054	48,537	51,665	53,315	54,382	54,795
10	46,808	50,313	53,436	55,094	56,197	56,567
11	48,567	52,082	55,212	56,868	58,004	58,342
12	50,793	54,876	59,170	60,906	62,124	63,597
13	54,992	59,411	64,059	65,937	67,256	68,852

SALARIES EFFECTIVE 2008-2009

2nd Half 1%

Step	B	M	M+30	CAGS/M+45	M+60	DOCTOR
2	34,289	37,704	40,845	42,507	43,357	43,989
3	35,760	39,195	42,332	43,989	44,869	45,488
4	38,508	41,993	45,172	46,852	47,789	48,357
5	39,605	43,056	46,218	47,880	48,838	49,368
6	41,078	44,555	47,712	49,369	50,356	50,864
7	42,550	46,050	49,195	50,867	51,885	52,359
8	44,033	47,538	50,690	52,359	53,407	53,848
9	45,505	49,022	52,182	53,849	54,926	55,343
10	47,276	50,816	53,970	55,645	56,759	57,133
11	49,053	52,603	55,764	57,437	58,584	58,925
12	51,301	55,425	59,762	61,515	62,745	64,233
13	55,542	60,006	64,700	66,596	67,928	69,540

SALARIES EFFECTIVE 2009

actual earned for 08/09

Step	B	M	M+30	CAGS/M+45	M+60	DOCTOR
2	34,119	37,518	40,643	42,297	43,142	43,771
3	35,583	39,001	42,122	43,771	44,647	45,263
4	38,317	41,785	44,949	46,621	47,552	48,117
5	39,409	42,843	45,989	47,643	48,596	49,124
6	40,875	44,335	47,475	49,125	50,107	50,612
7	42,340	45,822	48,952	50,615	51,628	52,100
8	43,815	47,302	50,439	52,100	53,142	53,581
9	45,280	48,779	51,923	53,582	54,654	55,069
10	47,042	50,564	53,703	55,370	56,478	56,850
11	48,810	52,343	55,488	57,152	58,294	58,634
12	51,047	55,150	59,466	61,211	62,435	63,915
13	55,267	59,708	64,379	66,267	67,592	69,196

SALARIES EFFECTIVE AUGUST 25, 2009

3%

Step	B	M	M+30	CAGS/M+45	M+60	DOCTOR
2	35,318	38,835	42,071	43,782	44,658	45,308
3	36,833	40,371	43,602	45,308	46,215	46,853
4	39,663	43,253	46,527	48,258	49,223	49,807
5	40,793	44,348	47,604	49,316	50,303	50,849
6	42,311	45,892	49,143	50,850	51,867	52,390
7	43,827	47,431	50,671	52,393	53,442	53,930
8	45,354	48,964	52,211	53,930	55,009	55,463
9	46,870	50,493	53,747	55,464	56,574	57,004
10	48,694	52,340	55,589	57,315	58,462	58,847
11	50,525	54,181	57,437	59,160	60,342	60,693
12	52,840	57,088	61,555	63,361	64,628	66,160
13	57,208	61,806	66,641	68,594	69,966	71,627

As part of the performance of regular duties under the Teachers bargaining unit, teaching personnel may be assigned the responsibility of after school or summer school (sped) program supervisors, duties in maintenance of computer equipment or other program maintenance work, and duties relating to the monitoring and staffing of athletic events, upon the request of school administration and upon agreement of the employee. It is recognized that such assignment would entail work outside of the regular work day and each employee assigned to perform such functions shall receive an hourly rate, per the Unit A contract.

Teachers who have earned National Teacher Certification who possess a Master's Degree shall be at M+60 column provided the Commonwealth does not pay the stipend.

NURSES SCALE (RN)

STEP	FIRST HALF YR-2%	SECOND HALF YR-1%	ACTUAL AMOUNT	
	Max step only	Max step only	EARNED	
	8/25/2007	8/25/2007	07/08	
1st Year	29092	29092	29092	
2nd Year	30103	30103	30103	
3rd Year	31190	31190	31190	
4th Year	32237	32237	32237	
5th Year	33285	33285	33285	
6th Year	31381	31381	31381	
7th Year	35585	35585	35585	
8th Year	36634	36634	36634	
9th Year	37649	37649	37649	
10th Year	39403	39797	39600	

STEP	2% 1st 1/2 year	1% 2nd 1/2 year	EARNED AMOUNT	3% increase
	8/25/2008	8/25/2008	08/09	8/25/2009
1st Year	29674	29971	29822	30870
2nd Year	30705	31012	30859	31942
3rd Year	31814	32132	31973	33096
4th Year	32882	33211	33046	34207
5th Year	33951	34290	34120	35319
6th Year	32009	32329	32169	33299
7th Year	36297	36660	36478	37759
8th Year	37367	37740	37554	38872
9th Year	38402	38786	38594	39950
10th Year	40392	40796	40594	42019

This scale applies to Nurses who have not attained a Bachelor's Degree.

It is acknowledged by the Association that the following position titles are not considered teacher for employment purposes and, therefore, not subject to the State Teacher Certification requirements or statutory protections of teachers: Occupational Therapist, Placement Coordinator/VOC, Outreach Worker.

Nurses with BS or Advanced Degree will be given full access to salary schedule.

Nurses may be assigned up to one (1) teaching period in Health Education per day. This change will not cause a reduction in staff.

Nurses will be allowed to meet once a month from 7:30 - 8:30 a.m.(nurse is responsible for letting principal know they will be out of the building for that time).

Nurses will attend all faculty meetings.

Nurses will participate in sport physicals as needed within the work year.

Nurses will be trained as trainers for the purpose of providing CPR training to faculty and staff.

They will receive compensation for any training or teaching conducted beyond their workday and/or workyear.

APPENDIX B			
SALARIES FOR EXTRA-CURRICULAR ACTIVITIES			
	8/25/2007	8/25/2008	8/25/2009
BASEBALL			
Head Coach**			
Step 1	2,943	3031	3122
Step 2	3,109	3202	3298
Step 3	3,270	3368	3469
Assistant Coach			
Step 1	1,635	1684	1735
Step 2	1,800	1854	1910
Step 3	1,963	2022	2083
Freshman Coach			
Step 1	1,476	1520	1566
Step 2	1,635	1684	1735
Step 3	1,767	1820	1875
BASKETBALL			
Head Coach			
Step 1	3,585	3693	3803
Step 2	3,783	3896	4013
Step 3	3,981	4100	4223
Assistant Coach			
Step 1	1,992	2052	2113
Step 2	2,189	2255	2322
Step 3	2,388	2460	2533
Freshman Coach			
Step 1	1,792	1846	1901
Step 2	1,992	2052	2113
Step 3	2,190	2256	2323
CROSS COUNTRY			
Head Coach			
Step 1	2,101	2164	2229
Step 2	2,217	2284	2352
Step 3	2,334	2404	2476
Assistant Coach			
Step 1	1,167	1202	1238
Step 2	1,284	1323	1362
Step 3	1,400	1442	1485
FOOTBALL			
Head Coach			
Step 1	5,158	5313	5472
Step 2	5,447	5610	5779
Step 3	5,733	5905	6082
Assistant Coach			
Step 1	2,865	2951	3039
Step 2	3,153	3248	3345
Step 3	3,439	3542	3648

Freshman Coach			
Step 1	2,579	2656	2736
Step 2	2,865	2951	3039
Step 3	3,152	3247	3344
Assistant Freshmen Coach			
Step 1	2,047	2108	2172
Step 2	2,072	2134	2198
Step 3	2,364	2435	2508
GOLF			
Head Coach			
Step 1	2,046	2107	2171
Step 2	2,160	2225	2292
Step 3	2,274	2342	2412
Assistant Coach			
Step 1	1,137	1171	1206
Step 2	1,251	1289	1327
Step 3	1,365	1406	1448
HOCKEY			
Head Coach			
Step 1	3,153	3248	3345
Step 2	3,329	3429	3532
Step 3	3,503	3608	3716
Assistant Coach			
Step 1	1,753	1806	1860
Step 2	1,928	1986	2045
Step 3	2,100	2163	2228
SKIING			
Head Coach			
Step 1	2,681	2761	2844
Step 2	2,825	2910	2997
Step 3	2,978	3067	3159
Assistant Coach			
Step 1	1,489	1534	1580
Step 2	1,638	1687	1738
Step 3	1,785	1839	1894
SOCCER			
Head Coach	3,070	3162	3257
Step 1	3,241	3338	3438
Step 2	3,411	3513	3619
Step 3			
Assistant Coach			
Step 1	1,705	1756	1809
Step 2	1,876	1932	1990
Step 3	2,046	2107	2171
Freshman Coach			
Step 1	1,536	1582	1630
Step 2	1,705	1756	1809
Step 3	1,876	1932	1990
TENNIS			
Head Coach			
Step 1	1,896	1953	2011
	48		

Step 2	2,001	2061	2123
Step 3	2,107	2170	2235
GYMNASTICS			
Head Coach			
Step 1	2,865	2951	3039
Step 2	3,025	3116	3209
Step 3	3,184	3280	3378
Assistant Coach			
Step 1	1,705	1756	1809
Step 2	1,876	1932	1990
Step 3	2,046	2107	2171
TRACK			
Head Coach			
Step 1	2,865	2951	3039
Step 2	3,025	3116	3209
Step 3	3,184	3280	3378
Assistant Coach			
Step 1	1,705	1756	1809
Step 2	1,876	1932	1990
Step 3	2,046	2107	2171
WINTER TRACK			
Head Coach			
Step 1	2,101	2164	2229
Step 2	2,217	2284	2352
Step 3	2,334	2404	2476
Assistant Coach			
Step 1	1,167	1202	1238
Step 2	1,284	1323	1362
Step 3	1,400	1442	1485
WRESTLING			
Head Coach			
Step 1	3,153	3248	3345
Step 2	3,329	3429	3532
Step 3	3,503	3608	3716
Assistant Coach			
Step 1	1,753	1806	1860
Step 2	1,928	1986	2045
Step 3	2,100	2163	2228
FIELD HOCKEY-GIRLS			
Head Coach			
Step 1	2,865	2951	3039
Step 2	3,025	3116	3209
Step 3	3,184	3280	3378
Assistant Coach			
Step 1	1,592	1640	1689
Step 2	1,751	1804	1858
Step 3	1,910	1967	2026
SOFTBALL-GIRLS			
Head Coach			
Step 1	2,943	3031	3122
Step 2	3,109	3202	3298

Step 3	3,270	3368	3469
Assistant Coach			
Step 1	1,635	1684	1735
Step 2	1,800	1854	1910
Step 3	1,963	2022	2083
Freshman Coach			
Step 1	1,476	1520	1566
Step 2	1,635	1684	1735
Step 3	1,800	1854	1910
LACROSSE			
Head Coach			
Step 1	2,997	3087	3180
Step 2	3,163	3258	3356
Step 3	3,331	3431	3534
Assistant Coach			
Step 1	1,665	1715	1766
Step 2	1,833	1888	1945
Step 3	1,998	2058	2120
Junior Varsity			
Step 1	1,665	1715	1766
Step 2	1,833	1888	1945
Step 3	1,998	2058	2120
SWIMMING			
Head Coach	3,144	3238	3335
Step 1	3,315	3414	3517
Step 2	3,490	3595	3703
Step 3			
Assistant Coach			
Step 1	1,747	1799	1853
Step 2	1,921	1979	2038
Step 3	2,095	2158	2223
VOLLEYBALL			
Head Coach			
Step 1	2,366	2437	2510
Step 2	2,498	2573	2650
Step 3	2,630	2709	2790
Assistant Coach			
Step 1	1,317	1357	1397
Step 2	1,446	1489	1534
Step 3	1,578	1625	1674
INTRAMURALS			
Spring	715	736	759
Fall	715	736	759
Winter	1,070	1102	1135
CHEERLEADING			
Head Coach (Fall)			
Step 1	1,623	1672	1722
Step 2	1,713	1764	1817
Step 3	1,804	1858	1914
Assistant Coach (Fall)			
Step 1	902	929	957

Step 2	992	1022	1052
Step 3	1,082	1114	1148
Head Coach (Winter)			
Step 1	1,623	1672	1722
Step 2	1,713	1764	1817
Step 3	1,804	1858	1914
Assistant Coach (Winter)			
Step 1	902	929	957
Step 2	992	1022	1052
Step 3	1,082	1114	1148
ATTENDANCE COMMITTEE CHAIRPERSON	909	936	964
H.S. CHORAL DIRECTOR	1,061	1093	1126
H.S. LITERARY MAGAZINE ADVISOR	536	552	569
GERMAN-EXCHANGE PROGRAM ADVISOR	1,630	1679	1729
H.S. FOREIGN LANGUAGE CLUB			
FRENCH	466	480	494
SPANISH	466	480	494
GERMAN	466	480	494
COMBINE AS ONE FOR LANGUAGE CLUB	1,401	1443	1486
H.S. T.V. QUIZ	699	720	742
H.S. BUSINESS MANAGER YEAR BOOK	935	963	992
H.S. NATIONAL HONOR SOCIETY	1,359	1400	1442
H.S. BAND	4,320	4450	4583
H.S. BAND ASSISTANT	568	585	603
H.S. ANNUAL MUSICAL DIRECTOR	1,137	1171	1206
H.S. ANNUAL MUSICAL CHOREOGRAPHER	454	468	482
H.S. ANNUAL MUSICAL CHORAL DIRECTOR	454	468	482
H.S. ANNUAL MUSICAL PIT BAND DIR.	454	468	482
H.S. ANNUAL MUSICAL COSTUME DIR.	454	468	482
COPE (WHS)	1,373	1414	1457
H.S. MAJORETTE & DRILL TEAM COACH	1,632	1681	1731
H.S. STUDENT COUNCIL ADVISOR	2,569	2646	2725
51			

H.S. GAMMODIAN ADVISOR	2,569	2646	2725
H.S. HERALD ADVISOR	1,790	1844	1899
H.S. ART EDITOR ADVISOR	715	736	759
H.S. DRAMATIC ADVISOR	1,506	1551	1598
H.S. SET DESIGN ADVISOR	715	736	759
H.S. DEBATING COACH	1,506	1551	1598
H.S CLASS SPONSOR			
SENIOR	1,866	1922	1980
JUNIOR	1,168	1203	1239
SOPHOMORE	818	843	868
FRESHMEN	641	660	680
H.S. RENAISSANCE ADVISOR	1,536	1582	1630
H.S. COOKING CLUB	424	437	450
KEY CLUB ADVISOR	695	716	737
DIVERSITY CLUB ADVISOR	695	716	737
DEBATE JUDGE(S)	730	752	774
PEER MEDIATION ADVISOR	1,365	1406	1448
PEER LEADER SHIP ADVISOR	1,365	1406	1448
MENTOR COORDINATOR	568	585	603
MENTOR*	568	585	603
VOC/TECH STUDENT COUNCIL ADVISOR	1,650	1700	1750
VOC/TECH YEARBOOK ADVISOR	1,506	1551	1598
VOC/TECH CLASS SPONSOR			
SENIOR	1,168	1203	1239
JUNIOR	818	843	868
SOPHOMORE	585	603	621
FRESHMEN	466	480	494
JOURNALISM ADVISOR	699	720	742
SCIENCE LEAGUE	699	720	742
MATH LEAGUE	699	720	742
	52		

M.S. STUDENT COUNCIL	1,117	1151	1185
M.S. CLASS BOOK	818	843	868
M.S. SCHOOL NEWSPAPER	935	963	992
M.S. MUSICAL/DRAMA	770	793	817
M.S. MUSICAL COSTUME DIR.	318	328	337
M.S. MUSICAL CHORAL DIR.	318	328	337
M.S. MUSICAL CHOREOGRAPHER	106	109	112
M.S. MUSICAL SET DESIGN	369	380	391
M.S. LITERARY MAGAZINE ADVISOR	536	552	569
M.S. BAND	1,137	1171	1206
M.S. NATIONAL HONOR SOCIETY ADVISOR	699	720	742
M.S. CHORAL DIRECTOR	530	546	562
GUIDANCE SPECIALIST	1,123	1157	1191
W.V.T.H.S. ECOLOGY CLUB	1,536	1582	1630
W.V.T.H.S. NATIONAL HONOR SOCIETY	1,024	1055	1086
W.V.T.H.S. VICA (VOC. INDUSTRIAL CLUBS OF AMERICA) (FUTURE BUSINESS LEADERS OF AMERICA)	1,024	1055	1086
W.V.T.H.S. DRAMA CLUB	1,024	1055	1086
W.V.T.H.S. RENAISSANCE ADVISOR	1,536	1582	1630
ELEMENTARY INSTRUMENTAL	313	322	332
ELEMENTARY DRAMA CLUB	909	936	964
SUMMER SCHOOL DIRECTOR (6-12)	3,479	3583	3691
EVENING ADULT EDUCATION DIR.	2,814	2898	2985
ADVANCED PLACEMENT ADVISOR	3,167	3262	3360
**Assistant and Freshmen coaches are not limited one per sport. Any additional coaches can be approval of the association and the superintendent. This is for those sports that normally have only freshmen coach.			
*Westfield School System Mentor program will have, whenever possible, a one to one ratio of Mentors have three (3) half-days release opportunities during the school year to perform their			
53			

APPENDIX C
MEMORANDUM OF AGREEMENT

The Memorandum of Agreement between the Westfield School Committee and the Westfield Education Association is entered into on this 23rd day of March, 1988.

The parties agree as follows:

1. The current number of Department Head positions at Westfield High School, Westfield Vocational School and Westfield Middle School will be maintained through the end of the 1988-89 school year.
2. The above-referenced Department Head positions will continue to be compensated at the ratio rate listed on Page 9 (Modifications of Basic Schedule - Paragraph A) of the Collective Bargaining Agreement between the parties.
3. The incumbent Department Heads agree to accept and perform the duties and responsibilities as delineated in the revised Job Description (see attached).
4. The teaching load of Department Heads for the 1988-1989 school year will be as follows:
 - a) High School Department Heads in those departments with fourteen (14) or more teachers will be assigned three (3) teaching periods daily, with the remaining four (4) departmental duties and preparation. For departments with less than fourteen (14) teachers, the Department Heads will be assigned four (4) teaching periods daily.
 - b) Middle School Department Heads will be assigned four (4) teaching periods daily with the remaining periods for departmental duties and preparation.
 - c) Vocational Department Heads will maintain the current number of teaching periods.
5. Department Heads at all levels may request substitute coverage for teacher evaluation, subject to the approval of the Superintendent of Schools.
6. The Superintendent will review the role of the Department Head in the organizational structure of the Westfield Public Schools during the 1988-89 school year, and make a recommendation to the School Committee regarding the Department Head positions for the 1989-90 and subsequent school years.
7. Department Head positions will be appointed annually by the School Committee. Said appointments will be based on the recommendation of the Superintendent, subject to the

final approval of the School Committee. The annual appointment will be based on an evaluation procedure to be developed.

8. All incumbent Department Heads under the terms of this Agreement are considered appointed for the 1988-89 school year.
9. Department Heads are understood to function as supervisors and subordinate evaluators as referenced in the Teacher Evaluation Procedure.

FOR THE WESTFIELD
SCHOOL COMMITTEE

FOR THE WESTFIELD
EDUCATION ASSOCIATION

Chairman

President

Date: _____

Date: _____

DEPARTMENT HEAD
JOB DESCRIPTION

General Responsibilities:

1. The Department Head will be responsible for educational leadership, supervision, coordination and organization of the subject(s) involved.
2. The Department Head will provide leadership with the acceptance of responsibility for decision making; listen seriously to suggestions; permit reasonable experimentation; seek a consensus if there are a variety of opinions; reflect confidence in and rely on teachers' special knowledge and ability in areas of their particular specialization; avoid arbitrary decisions; keep in perspective the total school program and philosophy and keep the principal informed.
3. The Department Head will be responsible to the building principal for the progress, efficiency, and quality of education in the department and will teach scheduled classes and perform all assigned departmental functions.

Major Duties:

1. Supervises all members of the department and informs the principal or his designee of the needs and problems of the department as may be necessary.
2. Functions as supervisor and subordinate evaluator in the Teacher Evaluation Procedure.
3. Presides at departmental meetings.
4. Responsible for the development, articulation and implementation of departmental curriculum objectives and content.
5. Recommends the revision of courses of study keeping in mind the total school curriculum Grades K-12.
6. Assists in orienting new teachers in the department.
7. Calls attention to new developments within the field of the area involved.
8. Plans and supervises special departmental projects and dissemination of departmental information to the community through proper channels.
9. Recommends equipment and material in sufficient quantity to encourage optimum learning conditions for students, prepares a budget to order these materials and supplies for the department involved.

10. Assists in the placement of student teachers.
11. Assists teachers in improving their procedures for student teachers.
12. Develops and implements in service training programs for members of the department, as may be necessary.
13. May be directed to play a role in interviewing of candidates for teaching positions.
14. Performs any other duties that may be assigned by the Principal or his designee.

APPENDIX D

EMPLOYEE REPORTING FORM (*)
Claim for Sick Leave

Employee's Name

Address

Position/Building Assigned

Please Write Out the Following Information in Support of Your Claim for Sick Leave.

1. Give date(s) of absence: _____
2. State the reason for absence(s): _____

3. Did a doctor attend you? _____ If so, give doctor's name and address: _____

4. Did you engage in any activity outside your home during your normal work day(s)?
_____ If so, explain the reason and the activity: _____

5. In a planned absence did you report your expected absence in advance? _____
Give date and time of report: _____
How was report made? _____

I affirm that my answers and statements above are true and will be relied upon by my Supervisor to determine the validity of my claim.

Employee's signature: _____ Date: _____

*This form, properly filled out, will be required of any employee who has had three incidents of absence in any contract year.

WESTFIELD PUBLIC SCHOOLS
22 ASHLEY STREET
WESTFIELD, MASSACHUSETTS

TEACHER'S INITIAL CONTRACT

The School Committee of the City of Westfield, Massachusetts, hereby agrees to employ _____ and _____ (to whom the term "teacher" hereinafter refers hereby agrees to service, under the direction of the Superintendent of Schools, as a _____ in the public schools of said City, beginning September 1, 1986 and ending June 30, 1987, subject to the conditions stated below.

In accordance with the prevailing salary schedule of the School Committee for said City, the Committee has voted and hereby agrees to pay said teacher, and said teacher hereby agrees to accept, _____ in 52 periodic installments payable as follows: weekly, beginning September 1, 1986 and subject to deductions required by law or which the teacher may in writing authorize in accordance with the master agreement. Pay will be terminated at the time services are terminated.

A new contract will be issued each year hereafter by operation of law during the period of said teacher's first three (3) years of continuous employment by said Committee, unless the teacher has been notified in writing prior to April 15 in one school year that the contract will not be renewed for the following year. For each year for which this contract is renewed the annual salary of the teacher shall be in accordance with the provisions of the prevailing master agreement between the Committee and the Westfield Teachers Association and as determined through the signing of a teacher's annual salary agreement.

This contract may be terminated by mutual consent at any time. The teacher may resign for good reason by submitting at least thirty (30) days' written notice.

This contract is subject to the Statutes of the Commonwealth of Massachusetts, the rules and regulations of the School Committee, and the Master Agreement between the School Committee and the Westfield Teachers Association.

SIGNED: _____ SCHOOL COMMITTEE OF WESTFIELD

TEACHER: _____ BY: _____
Chairman

DATE: _____
Superintendent of Schools

DATE: _____

WESTFIELD PUBLIC SCHOOLS
22 ASHLEY STREET
WESTFIELD, MASSACHUSETTS

TEACHER'S ANNUAL SALARY AGREEMENT

_____ (to whom the term "teacher" hereinafter refers), employed as a _____ in the public schools of the City of Westfield, Massachusetts, under a continuing contract, is hereby notified that the School Committee of said City has voted and hereby agrees, under the terms of said contract, and in accordance with the provisions of the prevailing Master Agreement between the Committee and the Westfield Teachers Association and as determined through the signing of a teacher's annual salary agreement, to pay said teacher for the school year beginning September 1, 1986 and ending June 30, 1987 an annual salary of _____ in 52 periodic installments payable as follows: weekly, beginning September 1, 1986 and subject to deductions required by law to which the teacher may authorize in writing in accordance with the master agreement.

Said teachers, under the terms and conditions of the aforementioned continuing contract, hereby agree to accept the above stated salary in return for service during the above stated period.

This salary agreement shall become operative when properly signed in duplicate and one copy returned by the teacher to the Office of the Superintendent of Schools. If not signed and returned by a teacher on or before two (2) weeks after the date below, a written statement of the reason must be submitted to the Office of the Superintendent by that date.

SIGNED: _____ SCHOOL COMMITTEE OF WESTFIELD

TEACHER: _____ BY: _____
Chairman

DATE: _____ DATE: _____

WESTFIELD PUBLIC SCHOOLS
22 ASHLEY STREET
WESTFIELD, MASSACHUSETTS

TEACHER'S LONG TERM CONTRACT

(Effective Beginning with and Subsequent to the Fourth Year of Continuous Employment)

The School Committee of the City of Westfield, Massachusetts, hereby agrees to employ _____ and _____ (to whom the term "teacher" hereinafter refers) hereby as a _____ in the public schools of said City, on a continuing basis, subject to the conditions stated below beginning September 1, 1986. Said School Committee agrees to pay said teacher an annual salary in accordance an annual salary in accordance with the provisions of the prevailing Master Agreement between the Committee and the Westfield Teachers Association and as determined through the signing of a teacher's annual salary agreement.

This contract shall continue in force from year to year, subject to the following conditions. Pay will be terminated at the time services are terminated.

- (a) It may be terminated by mutual consent at any time.
- (b) The teacher may resign for good cause by submitting at least thirty (30) days' written notice. Either party may terminate this contract in accordance with the statutes of the Commonwealth of Massachusetts.

This contract is subject to the Statutes of the Commonwealth of Massachusetts, the rules and regulations of the School Committee, and the Master Agreement between the School Committee and the Westfield Teachers Association.

SIGNED:

Teacher: _____

By: _____

Chairman

Date: _____

Superintendent of Schools

Date: _____

APPENDIX E

Article XIX Severance Pay Notice and Resignation from Employment
for the Purposes of Retirement

Severance Pay Notice (Item 1)

Under the terms of the Teachers' Agreement, Article XIX, a teacher retiring from employment is required to 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. Teachers who fail to do so do not receive their severance benefit until the succeeding budget is prepared and voted. This is notice only and does not constitute resignation. If this is what you desire at this time, check item 1 below only.

Resignation Notice (Item 2)

If you are serving notice of resignation, check item 2 below only. Please remember that once a notice of actual resignation (2 or 3) for the purposes of retirement is received and acknowledged by the School District, it is irrevocable, unless the Superintendent of Schools agrees to rescind the resignation. Normally, the Superintendent would only agree to rescind if extraordinary circumstances unforeseen at the time of submission of resignation are present. **YOU CAN CHOOSE TO SUBMIT EACH NOTICE SEPARATELY BY CHECKING ITEM 1 OR 2 OR, AT THE SAME TIME BY CHECKING ITEM 3 BELOW.**

We would appreciate that you provide each notice as far in advance as possible so that a smooth transition can be achieved.

I, _____, hereby submit the following:

(PLEASE CHECK APPLICABLE LINE)

1. _____ Request to receive severance benefits under Article XIX with an anticipated retirement date of _____. (Severance notice only)
2. _____ Notice of resignation for the purposes of retirement, effective _____. (Resignation only)
3. _____ ****Request to receive severance benefits under Article XIX AND notice of resignation for the purposes of retirement, effective _____.**

Signature: _____

Date: _____

**Requires no further notification



TEACHER EVALUATION SYSTEM

**A PUBLICATION OF THE
WESTFIELD PUBLIC SCHOOLS**

**WESTFIELD PUBLIC SCHOOLS.
TEACHER EVALUATION**

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WESTFIELD PUBLIC SCHOOLS

A RATIONALE FOR TEACHER EVALUATION

This is a rationale for a comprehensive and flexible plan for evaluating teachers. The purpose of this evaluation plan is for the personal and professional growth of each teacher; in as much as such growth is the primary vehicle for improving the quality of the entire system.

An effective system of teacher evaluation has as its foundation, certain basic beliefs about human nature and about an individual's potential as a satisfied, productive teacher. This evaluation plan is built upon a working relationship between individuals and groups of individuals based on the following beliefs:

1. Individuals have a continuous desire to learn, to search, and to inquire and are, by nature, goal striving and improvement seeking.
2. Growth occurs only when one is free to experiment with new or modified growth.
3. To assist others to grow and thus fulfill the mission of the school, one must be actively involved in one's own growth.
4. A demonstrated respect for the worth and dignity of an individual as someone with innate human value.
5. The motivation for an individual to grow and contribute to the excellence of the educational system is derived from recognition of his/her strengths and accomplishments.
6. An individual's strength and weakness in the performance of his or her duties in part define the uniqueness of each person's contribution to the total system. In order to promote growth for each individual but maintain this uniqueness, and in order to encourage diversity among teachers, an individual's strengths should be viewed as the foundation for growth.
7. Individual responsibility through participation in determining both personal and organizational goals increases the individual's motivation for achievement and produces greater satisfaction in the results.
8. Shared responsibility in the total work situation and evaluation process facilitates greater imaginative, ingenious and creative involvement by all participants.

The teacher evaluation plan embodying these beliefs and designed to accomplish the previously stated purpose must have certain basic operational features.

First, all teachers must be involved in the evaluation program. It shall be the teacher's responsibility to be involved in the evaluation. The evaluation shall be seen as primarily for the benefit of the teacher.

Second, each teacher shall be directly involved in determining the goals for his or her personal and professional growth. Further, the individual shall be involved in developing a plan for growth and in establishing the criteria for judging the degree of accomplishment.

Third, it is recognized that human behavior and effect such behavior on others is very difficult to assess. In order to provide an understanding that is as encompassing as possible, each person should be encouraged to collect data from as many sources as possible, including self, superiors, peers, subordinates, students, and parents. In any evaluation plan involving data collected from sources other than the person being evaluated, the person being evaluated should have absolute control over the data in deciding whom, if anyone should see the data.

Fourth, each teacher, upon entering the employ of the system, shall be accorded all human dignities and rights accorded all other teachers employed. From that time on it shall be assumed that each teacher adds to the value of the system and each contributes positively to the goals of the system. This assumption shall not be otherwise considered until documented through an evaluation period.

Fifth, an atmosphere of mutual trust must exist among and between all levels of personnel within the system. It shall be the responsibility of every person to facilitate the growth of every other person in the system whether that person be supervisor, peer, or teacher.

Sixth, the evaluation program shall provide a mechanics for each teacher to establish a record of his/her strengths and accomplishments. The program shall view the individual's strengths as the basic building block for personal growth.

Seventh, the system must provide an environment that encourages each individual to design and implement new behaviors toward improved performance. The system must provide the necessary professional support services to assist the individual to gain new information and to design strategies for duties. The system, especially through the teacher's immediate supervisor(s), must recognize that behavior change is quite difficult, and that any person undertaking such change needs considerable moral support and encouragement, especially when temporary disappointments from unachieved aspirations are felt. Furthermore, it must be organized to provide each teacher attempting to improve behavior, maximum access to needed information and needed emotional support, as well as opportunities for visitation, workshops and demonstrations as needed.

Each unit member has the responsibility to participate, annually for nonprofessional status teachers, in an individually designed evaluation plan. He/she is expected to establish objectives for personal improvement consistent with the policies of the system. He/she will be expected to select appropriate instruments to measure growth of these operations as well as to collect supportive data from a variety of sources.

PHILOSOPHY OF EVALUATION

The parents, school board members, and staff, of Westfield are committed to the continuation of the system's strong educational program. An effective teacher evaluation system that focuses on the improvement of instruction is an important component of this instructional program.

While the primary focus of evaluation is to improve instruction, teacher evaluation requires teachers to meet established performance expectations, which are specific, identifiable, and observable. The process must be continuous and constructive, and must take place in an atmosphere of mutual trust and respect. It is designed to encourage productive dialogue between staff and supervisors and to promote professional growth and development.

OVERVIEW

The evaluation system consists of a sequential four-year cycle, which provides opportunities to further enhance classroom effectiveness through:

- Formal observation
- Teacher-initiated observation
- Collaboration
- Reflection/individual choice activities

POSITION ON THE CYCLE

- A. Non-professional status teachers will be placed on year 1 until they achieve professional teacher status.
- B. Teachers with professional status new to the system may remain on Year 1 of the evaluation cycle for three years or be placed on Year 2, at the discretion of the evaluator and with approval of the Superintendent of Schools.
- C. Teachers with professional status will select their initial position (year) on the cycle. Choice will be by seniority at each building level. Principals will determine the number of slots per year of cycle for the initial year only.
- D. The superintendent will assign itinerant teachers to their primary evaluator and home base.

EVALUATION YEARS 1 - 4

EVALUATION YEAR I FORMAL EVALUATION/CLASSROOM VISITATION YEAR

DEFINITION OF EVALUATION:

Classroom evaluation will be written in anecdotal narrative form. Administrators will interpret and record their observation using the criteria and language from The Skillful Teacher and Westfield Teacher Job Description.

Classroom evaluations will include a balance of:

- CLAIMS** - generalizations about a person's teaching
- EVIDENCE** - a literal description of what was seen or heard
- INTERPRETATIONS** - explanations of why the evidence supports the claim
- JUDGEMENTS** - what the evaluator thought of the observed event
- SUGGESTIONS or RECOMMENDATIONS** for growth and/or improvement may also be included.

PROCEDURES and FREQUENCY of OBSERVATIONS

1.
 - a. All non-professional status teachers in Evaluation Year 1 of the four-year cycle will be formally observed a minimum of four times during the school year. The first and second of these formal observations will be announced prior to November 30th, the third and fourth being announced completed prior to March 1st. Any subsequent observations, upon notice to the teacher, may be either announced or unannounced.
 - b. All Professional teachers in Evaluation Year 1 of the four-year cycle will be formally observed a minimum of two times during the school year. The first of these formal observations will be announced prior to December 1st, the second being unannounced prior to May 1st. Any subsequent observations, upon notice to the teacher, may be either announced or unannounced.
2.
 - a. An evaluation process review for staff will occur each year during the months of either September or October.
 - b. Pre-conferences - Announced formal observations will include a pre-conference (Form A). The teacher and administrator will discuss features and the context of the class to be observed. All observations will be held as soon as possible following the pre-conference meeting.

c. Classroom observations:

Teachers with Non-Professional Status: The first and second observations of which will be held on a mutually agreed upon date and time, prior to November 30th. The third and fourth observations prior to March 1st.

Teachers with Professional Status: The first of which will be held on a mutually agreed upon date and time, prior to December 1st. The second observation prior to March 1st.

These observations have priority status with interruptions avoided at all costs. To the extent possible, the administrator will observe the entire class presentation unless otherwise mutually agreed upon.

- d. Post-conference - All formal observations will be followed by a post-conference. This post-conference will include the discussion of the observed lesson, an exchange of perceptions, and the sharing of ideas about conclusions and recommendations for improvement. This post-conference will occur within ten (10) working days of the visit. The observation report, which reflects the conference discussion, will be given to the staff member within five (5) school days of the post-conference. The staff member will return the signed report to the observer within five (5) days of receiving it. Signing acknowledges both the receipt of the report and opportunity for comment, but not necessarily agreement with its contents.
- e. A teacher may request an additional observation from the same or a different evaluator.

3. Administrators will complete a Summative Evaluation Report (Form C) which will be completed for non-professional status teachers prior to April 1st employing the same procedures as that of the Observation Report (Form B). Summative Evaluation Reports for provisional status teachers will be completed prior to June 1st. All formal observation reports will serve as the basis for the Summative Report. In addition, the Summative Report may include judgements/documentation from Data Sources. Administrators will share the end-of-the year Summative Report with the teacher by June 1st.

DATA SOURCES

In order to insure a comprehensive understanding of the teacher's work, the supervisor will use a variety of data sources. The supervisor's analysis of such data will be communicated to the teacher in writing.

- a. Visitations - the supervisor will observe the teacher's classes.
- b. Student Work or Written Teacher Work - The supervisor will review other aspects of classroom instruction which may include written teacher work; student tests; student work; lesson/unit plans; handouts and assignment sheets, unit evaluations written by the teacher, and, after consultation with teacher, records of student grades.
- c. Interaction with Others - The supervisor will review information about the teacher's interactions with students, parents, colleagues, administration, and, where appropriate, members of the community. No information will be included in an evaluation unless substantiated and based on the supervisor's own observation, documentation, and/or reasonable investigation conducted with the knowledge of the teacher.
- d. Activities - The supervisor will review the teacher's professional development and participation in faculty activities within the school. A record of paid school activities may be noted in the evaluation reports.
- e. Date Provided by the Teacher - At the discretion of the teacher, he/she may provide supervisors with additional non-classroom information, which can be documented to be included in the end-of-year evaluation, report (Form C - Comprehensive or Focused Evaluation Report).
- f. Structured Conference - The supervisor may meet with the supervisor to share, gather, and/or analyze information and ideas about the teacher's professional work, particularly when the indicators of effective teaching are not readily observable during classroom instruction.

EVALUATION YEAR 2
PEER OBSERVATIONS/TEACHER INITIATED YEAR

DEFINITION: Observation is a professional growth activity in which one's teaching is observed and feedback given. Its purpose is to generate communication and useful information about one's teaching. All activities should be designed to enhance the instructional program thereby increasing student learning.

CRITERIA:

1. Observations should focus on a particular topic and its connection to student learning.
2. Observations should be accompanied by mutual preplanning and feed back.
3. A minimum of one observation is required with additional observations permitted at the discretion of the teacher.
4. Every effort will be made to provide time and classroom coverage for teachers planning their activities.
5. **Requires completion of Professional Growth Form D.**

SAMPLE ACTIVITIES: (Teacher Selected)

1. Paired Observations/Mutual Feedback
2. One-way Observation and Feedback/By Request and Mutual Agreement
3. Video Taping/with Feedback
4. Observation by Outside consultant or Teacher From Other System
5. Feedback From Students
6. Combinations of Activities
7. Other Option(s) Subject to Approval of Building Administrator

EVALUATION YEAR 3
COLLABORATION YEAR

DEFINITION: Professional growth carried out with one or more people for shared reactions.

CRITERIA:

1. The identified goal/focus should contribute to one's professional knowledge and/or skill as a teacher as it impacts student learning.
2. Activities should take place over an identified period of time.
3. **Requires completion of Professional Growth Form D.**
4. Every effort will be made to provide time and classroom coverage for teachers planning their activities.

SAMPLE ACTIVITIES: (Teacher Selected)

1. Study Group
2. Work With a Consultant
3. Committee Work
4. Pilot a Program
5. Joint Planning of Lessons
6. Grade Level or Department Project
7. Peer Observation
8. Co-Teaching
9. Interdisciplinary/integrated Instruction
10. Program Evaluation
11. Combination of the Above
12. Other Option(s) Subject to Approval of Building Administrator

EVALUATION YEAR 4
INDIVIDUAL CHOICE/REFLECTION YEAR

DEFINITION: The teacher may use this year to reflect on professional growth or select a project of his/her choice. Individual choice activities may or may not involve working with others.

CRITERIA:

1. Activities should be substantial.
2. Activities should take place over an identified period of time.
3. The goals/focus should contribute to one's professional knowledge and/or skill as a teacher.

SAMPLE ACTIVITIES: (Teacher Selected)

A. Reflection Only

1. No documentation required

B. Individual Choice (Form D may/may not be completed)

1. Course Work
2. In-service (beyond required)
3. Workshop/Conference Attendance
4. Exchange of Teacher Assignments
5. Independent Study
6. Study Group/Research (collaborative or individual)
7. Choose an Activity From Another Year in the Cycle
8. Curriculum Development or Design
9. Shadow Other Positions
10. Grant Writing and Management
11. Outside Teacher Visitation
12. Develop/Design Materials
13. Mentoring
14. Classroom Experimentation
15. Combination of the Above
16. Other Option(s) Subject to Approval of Building Administrator

EVALUATION PROCEDURES FOR TEACHERS

1. Administrators are expected to engage in frequent, regular and ongoing monitoring and supervision of classroom teaching throughout the year.
2. If, as a result of direct observations, supervision or other evidence, it is determined that a teacher may not be performing to district standards, the administrator will hold a conference with the teacher to address the concerns and to provide whatever assistance might be helpful. Such remedies may include involvement of a peer teacher and/or additional trained evaluator as mutually agreed upon by the teacher and supervisor.
3. Such intervention may occur at any time during the school year and during any year of the four-year cycle. If there are sufficient educational reasons, the evaluator may move the staff members to Evaluation Year 1 at any time during the school year and notify the superintendent of this move. If written Summary Report (Form D) does not support continuation in phases 2, 3, or 4, this will be noted on the Form D and the teacher will be notified at that time that he/she will be placed on Evaluation Year 1 for upcoming year.
4. If prescribed remedies resolve the identified concerns, no formal action is needed. (Informal Remediation)
5. The supervising administrator will meet with the teacher, and when appropriate another trained evaluator, to discuss remediation efforts and review performance documents to assist the administrator in determining if placement on the "at-risk" category is warranted. The decision to place a teacher in the "at-risk" category will be the responsibility of the building principal.
6. If prescribed remedies do not resolve the concerns, as evidenced in documented classroom observations or supervision records, the administrator will note this in writing to the teacher and the superintendent.
7. The principal will then file with the superintendent a recommendation for the teacher to be put in Formal Remediation. The request by the principal will detail areas of concern to be addressed. This process is for Professional Status teachers.
8. A conference will be held with the teacher to review procedures, processes, and expectations to which he/she will be subject.

PROCEDURES APPLIED TO TEACHER "AT-RISK" WITH
PROFESSIONAL STATUS - FORMAL REMEDIATION

1. A remediation plan will be developed using the resources of the district to provide in-classroom assistance to at-risk teacher. Genuine and extensive effort will be exerted to help the teacher improve. Personnel directly helping the teacher will not write the evaluations. Any teacher placed on the at-risk cycle will be temporarily removed from other years of the cycle. The superintendent will initiate the formation of a technical assistance team.
2. This team will be composed minimally of the principal, evaluators (if teaching specialist is one who's role will be to provide technical assistance, information, modeling techniques) as required to meet needs) specified in the remediation plan.
3. The plan of assistance will focus on the area(s) for improvement and make provisions for the due process rights of the teacher. The plan will include provisions for sharing applicable current practices, coaching the teachers, modeling good practices or helping with planning and materials. On-going supervision by the team will be provided to help the teachers achieve goals set forth in the remediation plan developed by the team.
4. After two (2) months, the team decides whether the remediation has succeeded. If it has, the process is dropped; if not, the process is continued for another three (3) months. At the end of five months, the principal, based on the team's report and his/her own evaluation, determines whether there is adequate improvement or if the teacher should be recommended for termination. It is also possible that sufficient improvement was evidenced to continue the process.

PRE-CONFERENCE FORM
(FORM A)

TODAY'S DATE

The evaluator and classroom teacher will meet and determine the class to be observed. Prior to the scheduled visit, the teacher will provide the evaluator with a completed Pre-Conference Form. Should plans change between the time of the pre-conference and the observation, the observation will be rescheduled at the request of either party.

Teacher's Name

Date of Scheduled Observation

Class Selected

Grade(s)

Period/Day

1. List the objective(s) of this lesson:

2. What teaching/learning activities will be observed and what methods will be used?

PRE-CONFERENCE FORM
(FORM A)

3. Are there any group or individual characteristics or circumstances of which the evaluator should be aware? i.e. unusual behaviors, grouping interactions, students leaving class during the period, lab work, etc.

-
4. OPTIONAL - If the teacher desires particular emphasis placed on any of the following performance criterion(a), circle selections from the list below:

- | | |
|-----------------------------------|-------------------------------|
| A. Attention | I. Time |
| B. Momentum | J. Routines |
| C. Expectations | K. Models of Teaching |
| D. Personal Relationship Building | L. Objectives |
| E. Discipline | M. Evaluations |
| F. Principle of Learning | N. Learning Experiences |
| G. Clarity | O. Organization of Curriculum |
| H. Space | |

(The Skillful Teacher, Jon Saphier and Westfield Job Description)

-
5. Additional teacher comments or notes:

Evaluators notes:

OBSERVATION REPORT
(FORM B)

Teacher _____ School _____ Grade/Subj _____

Date of Observation _____ Beginning Time _____ Ending Time _____

Evaluator _____ Announced _____
Unannounced _____

Observations

The observation report will identify teacher's moves and patterns of behavior (claims), supported by quotes or description of behavior (evidence). The report will also include the effect on students or the significance of the teaching act (interpretation) and the evaluator's assessment of the teaching (judgement). Suggestions for growth and/or improvements may also be included. Notes may be attached to the observation form.

OBSERVATION REPORT
(FORM B)

Signatures below indicate that a conference between the teacher and the evaluator was held within ten days of the observation. The teacher's signature on this form also indicates that he/she has seen all comments on the form. The teacher's signature does not necessarily indicate agreement with the observation report. The teacher will return this form to the evaluator within five days of receipt.

Copy to:

Evaluator _____

Date _____

Teacher _____

Date _____

SUMMATIVE EVALUATION REPORT
(FORM C)

Teacher _____ School _____

Grade/Subj. _____ 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. Currency in the Curriculum
- II. Effective Planning & Assessment of Curriculum & Instruction
- III. Effective Management of Classroom Environment
- IV. Effective Instruction
- V. Promotion of High Standards & Expectations for Student Achievement
- VI. Promotion of Equity & Appreciation of Diversity
- VII. Fulfillment of Professional Responsibilities

SUMMATIVE EVALUATION REPORT
(FORM C)

Signature of Teacher

Signature of Evaluator

Date _____

Date _____

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

Copy to:

Evaluator Date _____ Date _____

Teacher Date _____ Date _____

Superintendent Date _____ Date _____

(Additional sheets may be used if necessary)

PROFESSIONAL GROWTH PLAN - YEARS 2, 3
(FORM D)

_____ School Year

Name _____

Cycle Phase: Check One

_____ 2. Observation/Teacher Initiated

Year

School _____

_____ 3. Collaboration Year

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.

Evaluator Approval Date _____

PROFESSIONAL GROWTH PLAN

(FORM D)

SUMMARY - PRIOR TO JUNE 1

III. Summarize Findings of Professional Growth Experience and its Impact on Student Learning.

IV. Recommendations/Reflections. (List benefits and/or implications for Future Professional Growth)

V. Evaluator Comments:

Evaluator _____ Date _____

Teacher _____ Date _____

(Additional teacher comments may be attached)

EVALUATION STANDARDS

PRINCIPALS & DESCRIPTORS

EVALUATOR

Shall mean any person designated by a superintendent who has responsibility for evaluation.

TEACHER

Shall mean any person employed in a school district in a position requiring a certificate that has been approved and/or as an instructor in the area of vocational education.

VIII. CURRENCY IN THE CURRICULUM

- A. The teacher is up to date regarding curriculum content.
1. Follows the prescribed curriculum.
 2. Provides opportunities for reasoning, logic, analysis and synthesis by planning units, lessons, and assessments.
 3. Demonstrates mastery of content in lesson plans and during class instruction.
 4. Selects materials and activities that reflect changes in content area.

II. EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM AND INSTRUCTION

- A. The teacher plans instruction effectively.
1. Implements instruction at an appropriate level of difficulty relative to curriculum.
 2. Identifies individual and group needs and plans appropriate strategies to meet those needs in collaboration with others.
 3. Have materials and facilities ready for use and uses materials and resources, including technologies, which are appropriately matched to curricular goals.
 4. Plans and follows an appropriate sequence of activities.
 5. Plans frequent instructional opportunities where students are interacting with ideas, materials, teachers and one another.
 6. Integrates and reinforces reading, listening, writing, speaking, viewing and the use of appropriate learning tools within the discipline.

- B. The teacher plans assessment of student learning effectively.
 - 1. Evaluates students' short and long term progress using various assessment techniques and strategies.
- C. The teacher monitors students' understanding of the curriculum effectively and adjusts instruction, materials, or assessments when appropriate.
 - 1. Evaluates and provides feedback on student progress during instruction.
 - 2. Monitors students' performances as they engage in learning activities.
 - 3. Encourages responses or demonstrations from specific students for assessment purposes.
 - 4. Reports student progress to parents in accordance with local district and school policies.
 - 5. Maintains confidentiality unless law requires disclosure.
 - 6. Documents student progress in a variety of ways.
 - 7. Maintains accurate records.

III. EFFECTIVE MANAGEMENT OF CLASSROOM ENVIRONMENT

- A. The teacher creates an environment that is positive for student learning and involvement.
 - 1. Interacts with students in group formats as appropriate.
 - 2. Solicits student participation.
 - 3. Maintains seating arrangements/grouping appropriate for the activity and the environment.
 - 4. Begins promptly/utilizes fully available instructional time.
 - 5. Maintains appropriate pace/momentum by establishing classroom procedures that maintain a high level of students' time on task and that ensure smooth transitions from one activity to another.
 - 6. Utilizes classroom space to promote optimal learning.
- B. The teacher maintains appropriate standards of behavior, mutual respect and safety.
 - 1. Maintains appropriate professional boundaries with students.
 - 2. Applies rules consistently and fairly.
 - 3. Reinforces expected behavior and responds appropriately to those behaviors that interfere with the learning process.

IV. EFFECTIVE INSTRUCTION

A. The teacher makes learning goals clear to students.

1. Communicates learning expectations.
2. Gives clear teacher directions for classroom procedures or routines.
3. Communicates objective of the lesson and relates lesson content to prior or future learning.
4. Uses effective communication skills: correct grammar, appropriate language, and skill in oral and written communication.
5. Links content to students' curiosity and experiences.
6. Checks for students' understanding and re-teaches as needed.

B. The teacher uses appropriate instructional techniques.

1. Uses a variety of teaching strategies and models to engage students actively and successfully.
2. Accommodates student learning styles by using a variety of materials, activities, and approaches.
3. Secures student attention using a variety of attention moves.
4. Provides opportunities for students to apply knowledge and skills.
5. Provides effective closure to instruction.

C. The teacher uses appropriate questioning techniques.

1. Extends students' responses/contributions by using a variety of methods.
2. Provides ample wait time for students to respond.
3. Encourages multiple points of view, critical thinking, and analysis.

D. The teacher evaluates, tries innovative approaches and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence to learn.

1. Demonstrates knowledge and use of current instructional methodology.
2. Assesses instructional strategies periodically and modifies instruction to address students needs.
3. Effectively uses available technology.

V. PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT.

A. The teacher communicates learning goals and high standards and expectations to students.

PROMOTION OF HIGH STANDARDS & EXPECTATIONS FOR STUDENT
ACHIEVEMENT
(CONTINUED)

1. Challenges students by communicating high standards and expectations for performance and behavior.
 2. Establishes guidelines regarding quality and quantity of students' work.
 3. Reinforces learning efforts of students through regular feedback.
 4. Emphasizes the importance of the activity or content.
- B. The teacher promotes confidence and perseverance in the student that stimulates increased personal student responsibility for achieving the goals of the curriculum.
1. Reinforces correct responses/performances.
 2. Provides corrective feedback/clarification.
 3. Uses techniques (e.g. attention moves) to redirect/stop inappropriate/disruptive behavior.
 4. Uses strategies to motivate students in learning.
 5. Encourages students to take risks, to take responsibility for learning, and to persevere with challenging tasks.
 6. Encourages all students regardless of ability or motivation.
 7. Promotes the belief that effort is a key to success.
 8. Avoids sarcasm and negative criticism.
 9. Establishes climate of courtesy, respect, and tolerance.
 10. Establishes and maintains positive rapport with students.

VI. PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

- A. The teacher strives to ensure equitable opportunities for student learning.
1. Encourages participation by all students in classroom and co-curricular activities.
 2. Addresses the needs of diverse student populations by applying and adapting.
- B. The teacher demonstrates appreciation for and sensitivity among individuals.
1. Provides opportunities for all students to share their cultural experiences.
 2. Models respect for individual differences.
 3. Addresses instances of student insensitivity to others.

VII. FULFILLMENT OF PROFESSIONAL RESPONSIBILITIES

- A. The teacher is constructive and cooperative in interactions with parents and receptive to their contributions.
 - 1. Interacts professionally and cooperatively with students, parents, and colleagues.
 - 2. Initiates communication with parents about student performances and /or behavior when appropriate.

- B. The teacher shares responsibility for accomplishing the goals and priorities of his/her grade/team/department, building and school district.
 - 1. Works collaboratively with others in planning and implementing instruction and school programs.
 - 2. Complies with policies, operating procedures, and requirements of the district and the school.
 - 3. Performs assigned professional duties.
 - 4. Submits accurate and complete reports and required materials on time.

- C. The teacher is a reflective and continuous learner.
 - 1. Plans for and engages in professional development.
 - 2. Shows progress in achieving professional growth requirements and goals as agreed upon with evaluators.
 - 3. Reflects and acts on teaching methods relative to student needs and student performances.

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