

AGREEMENT

Between

THE WESTFIELD SCHOOL COMMITTEE

and

WESTFIELD EDUCATION ASSOCIATION  
MASSACHUSETTS TEACHERS ASSOCIATION

THIS AGREEMENT, is made and entered into this 19<sup>th</sup> day of October, 2015 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.

- B. 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 parties agree all unit members shall be paid via bi-weekly direct deposit.
- C. 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 Health New England 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.

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 1<sup>st</sup> 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>1<sup>st</sup> Year</u>	<u>2<sup>nd</sup> Year</u>	<u>3<sup>rd</sup> Year</u>	<u>4<sup>th</sup> Year</u>	<u>5<sup>th</sup> 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. It is understood, however, that the above will not apply to employees who are or an administrative ratio.
- E. 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 include 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-six dollars (\$36.00) per hour. Driver education (road time) will be paid at the rate of thirty-six dollars (\$36.00) per hour.
- H. Vocational Lead Teachers - Annual stipends will be paid as follows:

	8/25/13	8/25/14	8/25/15
Allied Health	\$1,236	\$1,236	\$1,236
Auto Body	\$1,236	\$1,236	\$1,236
Auto Technology	\$1,236	\$1,236	\$1,236
Carpentry	\$1,236	\$1,236	\$1,236
Culinary	\$1,236	\$1,236	\$1,236
CNET	\$1,236	\$1,236	\$1,236
Graphic Arts	\$1,236	\$1,236	\$1,236
Horticulture	\$1,236	\$1,236	\$1,236
HVAC	\$1,236	\$1,236	\$1,236
Electrical	\$1,236	\$1,236	\$1,236
Manufacturing	\$1,236	\$1,236	\$1,236
Office Technology	\$1,236	\$1,236	\$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., Russell Elementary (Juniper Park), Highland, Munger Hill, Papermill, Abner Gibbs, Southampton Road)	9:00 a.m.	8:45 a.m.
	3:00 p.m.	3:15 p.m.
<u>Kindergarten:</u>		
(Franklin Ave., Russell Elementary (Juniper Park), Highland, Munger Hill, Papermill, Abner Gibbs, Southampton Road)	9:00 a.m.	8:45 a.m.
	3:00 p.m.	3:15 p.m.
<u>Middle School:</u>		
	8:00 a.m.	7:50 a.m.
	2:29 p.m.	2:35 p.m.

Senior High School/Vocational  
High School

7:20 a.m.      7:15 a.m.  
1:56 p.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 15<sup>th</sup> of the year in which the change is to take effect.

- 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 (183<sup>rd</sup>) and one hundred eighty-fourth (184<sup>th</sup>) 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 1<sup>st</sup>; the Association will be given an opportunity for input into the school calendar, prior to its adoption by June 1<sup>st</sup>, to take effect the following year. The School Committee will negotiate with the Association before making changes in the calendar after June 1<sup>st</sup>. 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.
- 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), forty (40) 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. 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 \$36.00.

- 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 are 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 thirty-six dollars (\$36.00) per hour or eighteen dollars (\$18.00) per lunch.
- 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, team assignments, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 15. Course assignments at the High School will be made as soon as practicable and under normal circumstances not later than July 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 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 15<sup>th</sup> of the school year preceding the year in which the reduction will take effect. The June 15<sup>th</sup> 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 positions 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, and 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 July 1, 2015 all staff will be evaluated on M.G.L., c.71, §38; M.G.L. C.150E; the Educator Evaluation regulations, 603CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education.
- 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.

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 shall 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.

A teacher may use his or her accumulated sick leave days for their own personal illness, to care for an ill member of the employee's immediately family, or in the event of a home exigency (emergency).

Employee hired on or before June 30, 2013, shall accumulate sick leave days 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.

For employees hired after July 1, 2013, the maximum number of days such an employee may accumulate shall not exceed 250.

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.

#### Sick Leave Bank

1. A Sick Leave Bank, for the purpose of providing additional coverage and financial assistance after the exhaustion of individual annual and/or accumulated sick leave only in the event of debilitating and catastrophic illness or disease as evidenced by medical certification or quarantine by order of the Health Department or serious illness of a member of the employee's immediate family or permanent household requiring the personal care of that member by the employee, is hereby established as of September 1, 2013 exclusively for the use of the members of this bargaining unit. The Sick Bank will not provide financial assistance for voluntary medical conditions or procedures.

2. Participation by members of the Unit shall be mandatory. New members of the bargaining unit shall be assessed two days on the date they enter the Unit. Said days are to be "deposited" in the Bank. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level of three hundred (300) days or less, each employee in the bargaining unit shall be assessed one day of his or her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be "deposited" in the Bank. In the event the employee has no accumulated and/or annual sick leave at the time of said assessment that employee shall be assessed the amount of days owing to the Bank the following September 1. All days donated to or assessed by the Bank and contributed by the membership are the exclusive property of the Sick Leave Bank.

3. Assets of the Bank will accumulate. The following year's bank will consist of the days carried over from the previous year. The Board will provide the Association with verification of the Bank's total number of days for the current year and of the previous year's usage of days by no later than November 1st of each year.

4. The Sick Leave Bank shall be administered by the Bank Committee made up of three (3) appointees of the Association and one (1) appointee of the Superintendent. The Association and the Superintendent shall also each appoint one alternate member to the Bank Committee. Said alternates may attend all meetings of the Bank Committee, but shall vote only in the absence of his/her respective appointees. The Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Bank consistent with the Article. All decisions by the Bank Committee shall be by three (3) affirmative votes and all decisions by the Bank Committee shall be final and binding and not subject to grievance and/or arbitration.

5. The Chair of the Bank Committee shall, on an annual basis, alternate between the Association and the Superintendent's appointees. During the year commencing July 1, 2013 the Association shall appoint the Chair; commencing July 1, 2014 the Superintendent shall appoint the Chair, and so on.

6. Subject to the provisions of this Article each teacher may be granted by the Bank Committee a maximum of thirty (30) school days per school year from the Bank. Any employee requesting days from the Sick Bank will submit a letter of request to the Human Resource Office who will notify the Committee of such request and schedule a meeting.
7. Any member suffering a life threatening illness who has exhausted Sick Bank benefits shall be eligible for Sick Bank benefits for a second time in the same school year.
8. Any member using more than 30 days will make every effort to pay back the days beyond the first 30, under a payment plan that will be determined by the Committee.
9. The Committee, upon a showing of need by the applicant, may mutually agree to allow additional benefits for a member of the sick leave bank without establishing any precedent.
10. Upon the retirement or death of an employee, half of the employees' sick leave remaining after severance payout (up to a maximum of 35 days) may be contributed to the sick leave bank, provided the employee or the employee's personal representative elects to do so in writing submitted to both the Committee and the School Department H.R. Director one (1) month prior to date of retirement. The Bank will have a cap of 2000 days.
11. Should an assessment occur during the school year in which an employee has given notification of date of retirement, the employee shall not be assessed any days.
12. Any member who is within five (5) days of the 180 days required for severance buy back may request in writing why they should have assessed days returned. Upon unanimous (4-0) approval of the Committee and with good reason, the days may be returned but in no event shall the number of days returned exceed the number of days assessed. If the employee accessed the sick bank at any time, they are not eligible for this request.

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.

A Teacher hired after July 1, 2013, shall be entitled upon retirement, or his/her estate upon his/her death, will be paid for accumulated unused sick leave as follows:

- \$10,000.00 if the teacher has 65-179 accumulated sick leave days
- \$20,000.00 if the teacher has 180 or more accumulated sick leave days

Beginning in the 2013-2014 school year, the District may decide on a case-by-case basis determined by the District based on budgetary considerations, that severance amounts under this article can be made over a period of three (3) successive years following retirement. In the event that the District makes such a determination, the affected employee will be notified in writing by November 1<sup>st</sup> of the calendar year in which notice of retirement is made under Paragraph D of this Article. In the event that the District triggers this provision, a payment can be made in the calendar year of retirement, as long as the requirements of Paragraph D are satisfied. The Parties further agree that a teacher may elect to spread the severance payments under this Article over a period not to exceed three years, provided written notice of this intention is given to the District's Chief Financial Officer by December 1<sup>st</sup> (assuming the District does not notify the unit member of an intention to spread the severance payment over three fiscal years).

- 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.
- E. Employees who were employed during the 2010-11 contract year were subject to a furlough day on Friday, August 27, 2010. Each employee who received the deduction will be entitled to two (2) days pay upon separation from service at the rate at the time of separation in addition to any other severance due. This will accrue and be paid in addition to any severance/sick buyback the employee is otherwise entitled to receive. The reduction in base salary for the one (1) day will be spread over the course of the entire year. One (1) of the two (2) severance buy back days was used in the 2013-2014 school year, as referenced in the memorandum of agreement of April, 2014.

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. 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.
  7. 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 to utilize accumulated sick leave, not to exceed forty (40) working days. When both parents are employed by the Westfield Public Schools and are members of Unit A, they shall be entitled to use accumulated sick leave for the absence, not to exceed the forty (40) day maximum per employee.
- 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 (1/20<sup>th</sup>) 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.

Long term substitutes will be paid a flat rate with no retroactive pay. From day one (1) to thirty (30), substitutes will be paid sixty five dollars (\$65.00); from thirty one (31) to ninety (90) days, substitutes will be paid ninety dollars (\$90); and from ninety-one (91) days forward, they will be paid on the Bachelor's Step Two (2) salary scale. This will go into effect on August 26, 2009, and remain in effect until modified by the parties.

ARTICLE XXIV  
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by unit A members 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, which will be forwarded to the Professional Development Committee for approval.

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.

A Professional Development Committee will be formed and meet monthly outside of the school day to determine professional development needs and offerings for staff. Emergency needs may dictate meeting during the school day. The Professional Development Committee will make recommendations to the Superintendent regarding the scheduling and content of early release and professional days.

Each individual plan, following recommendation by the building principal or appropriate supervisor, must be submitted to the Professional Development Committee. The Professional Development Committee will be composed of eight members: 1 high school principal, 1 middle school principal, 1 elementary principal, the Superintendent (or designee), and 4 teachers. The 4 teachers include 1 elementary teacher, 1 middle school teacher, 1 high school teacher, and 1 specialist. Final determination will be made consistent with School District priorities.

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

### **REIMBURSEMENT FOR COURSES**

1. The Committee shall reimburse a professional employee a maximum of five hundred dollars (\$500.00) for an outside course approved in advance by the Superintendent and which in the discretion of the Superintendent is directly related to the employee's area of teaching responsibility. Reimbursement shall be contingent upon the employee's obtaining a satisfactory grade in any such course according to the standards of the institution and submitting evidence of such satisfactory completion to the Superintendent.

2. Notwithstanding the provisions of Paragraph 1, the amount of money allocated for course reimbursement for 2013-2016 will be at least twenty five thousand dollars (\$25,000).

Professional employees applying for course reimbursement will be chosen on a first come, first served basis. The Superintendent (or designee) shall maintain a list of those employees who have made applications for and have been granted such reimbursement. An employee may apply for reimbursement for more than one course in any contract year and will be reimbursed for such additional courses, provided there are funds available in said course reimbursement account after reimbursing all employees who have taken only one course. *Such requests for reimbursement must be received not later than April 15<sup>th</sup> of the given school year.*

### **PROFESSIONAL DEVELOPMENT COURSE**

A teacher may apply to the Superintendent/Professional Development Committee for up to 15 salary credits for Professional Development completed outside of school hours with no stipend for this additional work. The extent of the work and the amount of the credit must be approved by the Superintendent/Professional Development Committee prior to the start of the work. Person earning such credits toward advancement must present material learned to colleagues in a setting approved by the direct supervisor. The Professional Development credits will be determined according to the following scale:

Less than 22 hours	No salary credit
22-43 hours	one (1) salary credit
44-65	two (2) salary credits
66 or more	three (3) salary credits

### **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. Health insurance shall be offered to all unit employees as is consistent with the Memorandum of Agreement drafted and signed by the members of the P.E.C./32b Committee, incorporated into this agreement and referenced as Appendix G.
- B. The Committee will pay the maximum percentage permitted by law not to exceed fifty percent (50%) of the cost of the following types of insurance coverage:
  - 1. A twenty thousand dollar (\$20,000) term life insurance plan of the type presently available to teachers.
- C. 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.

- D. The parties to this agreement authorize the creation and mandate participation in an Other Post Employment Benefits (OPEB) working group. Similar to IAC of Health Insurance matters, the OPEB group shall be composed of representative members of each municipal union and supervisory personnel. The Committee is tasked with understanding, analyzing

and strategizing ways to decrease the existing unfunded OPEB liabilities facing the City of Westfield. As currently constituted, the Committee members shall not have the authority to bind the union members s/he represents regarding changes in working conditions necessary to resolve the liabilities; however, nothing shall prohibit the union and employer from mutually agreeing to re-open the contract to negotiate acceptable changes which have been generated by the Committee.

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 (30<sup>th</sup>) day next following the beginning of employment of any such teacher, or on or after the thirtieth (30<sup>th</sup>) 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 15<sup>th</sup> 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 (1/2) 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. 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 operations of the School Department of Westfield, the supervision of the employees and of their work are the rights of the Committee, its Superintendent and Principals alone. Accordingly, subject to the provisions of this Agreement and 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.
- F. During the 2013-2014 school year, on the two scheduled Parent Teacher Conference days (which will be held 2 hours on a Thursday between the hours of 4:30-8:00 p.m. with

notification of intended hours and scheduled conferences to the building principal), Unit A staff will remain and attend ERSD professional development. In exchange for this time, each Unit A member will receive an additional person day during the 2013-2014 school year. This will result in a total of three (3) personal days for Unit A members. This practice will be reviewed each year. Both parties must agree to continue said practice for upcoming school year by April 15<sup>th</sup>.

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  
PERSONAL PROTECTIVE EQUIPMENT

Vocational teachers who are required by law, regulation, or condition of employment to wear protective safety goggles will be eligible to receive reimbursement for prescription safety goggles under the following circumstances: Employees will be reimbursed up to \$300 for prescription safety goggles following proof of purchase; this will be a reimbursable expense to the employee; prescription safety goggles must be worn during all shop activities, whether located in the school or at an outside location related to a school vocational program; and, up to ten vocational teacher will be reimbursed for prescription, work-related goggles in each fiscal years. For a teacher who has received prescription goggles under this paragraph, s/he must wait two years before being eligible for reimbursement again.

ARTICLE XXXIX  
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 (½) of the prior full years of service with other school systems will be allowed.

ARTICLE XXXX  
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 XXXXI  
DANCE SUPERVISION - WESTFIELD HIGH SCHOOL  
WESTFIELD MIDDLE SCHOOL, AND WESTFIELD VOCATIONAL SCHOOL

- A. Thirty-six dollars (\$36.00) 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 XXXXII

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 thirty-six dollars (\$36.00) 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 XXXXIII

DURATION

These Agreements shall continue in full force and effect from July 1, 2013 through June 30, 2016. Collective bargaining for a new Agreement, to become effective upon the expiration of this Agreement, may be initiated by either party by October 1, 2015 by giving written notice to the other party. If negotiations are not completed by August 24, 2016, 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 June 30, 2016 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 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 seal this 19<sup>th</sup> day of October, 2015.

WESTFIELD SCHOOL COMMITTEE

By  \_\_\_\_\_  
Acting Chairperson

By \_\_\_\_\_  
Vice-Chairperson

WESTFIELD EDUCATION ASSOCIATION

By  \_\_\_\_\_  
President

348718 v.01

Appendix A

SALARIES EFFECTIVE March 1, 2014 - 1%

<u>Step</u>	<u>B</u>	<u>M</u>	<u>M+30</u>	<u>CAGS/M+45</u>	<u>M+60</u>	<u>DOCTOR</u>
2	36,388	40,012	43,346	45,109	46,011	46,681
3	37,949	41,594	44,923	46,681	47,615	48,273
4	40,865	44,564	47,937	49,720	50,715	51,316
5	42,029	45,692	49,046	50,810	51,827	52,390
6	43,593	47,283	50,632	52,391	53,439	53,977
7	45,155	48,868	52,206	53,981	55,061	55,564
8	46,728	50,448	53,793	55,564	56,676	57,144
9	48,290	52,023	55,376	57,145	58,288	58,731
10	50,169	53,926	57,273	59,052	60,233	60,630
11	52,056	55,823	59,177	60,953	62,170	62,532
12	54,441	58,818	63,420	65,281	66,586	68,165
13	58,941	63,679	68,660	70,672	72,086	73,797

SALARIES EFFECTIVE July 1, 2014 - 2%

<u>Step</u>	<u>B</u>	<u>M</u>	<u>M+30</u>	<u>CAGS/M+45</u>	<u>M+60</u>	<u>DOCTOR</u>
2	37,116	40,812	44,213	46,011	46,931	47,615
3	38,708	42,426	45,821	47,615	48,567	49,238
4	41,682	45,455	48,896	50,714	51,729	52,342
5	42,870	46,606	50,027	51,826	52,864	53,438
6	44,465	48,229	51,645	53,439	54,508	55,057
7	46,058	49,845	53,250	55,061	56,162	56,675
8	47,663	51,457	54,869	56,675	57,810	58,287
9	49,256	53,063	56,484	58,288	59,454	59,906
10	51,172	55,005	58,418	60,233	61,438	61,843
11	53,097	56,939	60,361	62,172	63,413	63,783
12	55,530	59,994	64,688	66,587	67,918	69,528
13	60,120	64,953	70,033	72,085	73,528	75,273

SALARIES EFFECTIVE July 1, 2015 - 3%

<u>Step</u>	<u>B</u>	<u>M</u>	<u>M+30</u>	<u>CAGS/M+45</u>	<u>M+60</u>	<u>DOCTOR</u>
2	38,229	42,036	45,539	47,391	48,339	49,043
3	39,869	43,699	47,196	49,043	50,024	50,715
4	42,932	46,819	50,363	52,235	53,281	53,912
5	44,156	48,004	51,528	53,381	54,450	55,041
6	45,799	49,676	53,194	55,042	56,143	56,709
7	47,440	51,340	54,848	56,713	57,847	58,375
8	49,093	53,001	56,515	58,375	59,544	60,036
9	50,734	54,655	58,179	60,037	61,238	61,703
10	52,707	56,655	60,171	62,040	63,281	63,698
11	54,690	58,647	62,172	64,037	65,315	65,696
12	57,196	61,794	66,629	68,585	69,956	71,614
13	61,924	66,902	72,134	74,248	75,734	77,531

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)

	Effective		Effective		Effective
	3/1/2014		7/1/2014		7/1/2015
1st Year	31,805		32,441		33,414
2nd Year	32,910		33,568		34,575
3rd Year	34,099		34,781		35,824
4th Year	35,244		35,949		37,027
5th Year	36,389		37,117		38,231
6th Year	37,587		38,339		39,489
7th Year	38,903		39,681		40,871
8th Year	40,051		40,852		42,078
9th Year	41,161		41,984		43,244
10th Year	43,508		44,378		45,709

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 teachers for employment purposes and, therefore, not subject to the State Teacher Certification requirements nor 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 work year.

APPENDIX B

SALARIES FOR EXTRA-CURRICULAR  
ACTIVITIES

7/1/2014

**BASEBALL**

**Head Coach\*\***

Step 1	\$3122
Step 2	\$3298
Step 3	\$3469

**Assistant Coach**

Step 1	\$1735
Step 2	\$1910
Step 3	\$2083

**Freshman Coach**

Step 1	\$1566
Step 2	\$1735
Step 3	\$1875

**BASKETBALL**

**Head Coach**

Step 1	\$3803
Step 2	\$4013
Step 3	\$4223

**Assistant Coach**

Step 1	\$2113
Step 2	\$2322
Step 3	\$2533

**Freshman Coach**

Step 1	\$1901
Step 2	\$2113
Step 3	\$2323

**CROSS COUNTRY**

**Head Coach**

Step 1	\$2229
Step 2	\$2352
Step 3	\$2476

**Assistant Coach**

Step 1	\$1238
Step 2	\$1362
Step 3	\$1485

**FOOTBALL**

**Head Coach**

Step 1	\$5472
Step 2	\$5779
Step 3	\$6082

**Assistant Coach**

SALARIES FOR EXTRA-CURRICULAR ACTIVITIES

Step 1	\$3039
Step 2	\$3345
Step 3	\$3648

**GOLF**

**Head Coach**

Step 1	\$2171
Step 2	\$2292
Step 3	\$2412

**Assistant Coach**

Step 1	\$1206
Step 2	\$1327
Step 3	\$1448

**HOCKEY**

**Head Coach**

Step 1	\$3345
Step 2	\$3532
Step 3	\$3716

**Assistant Coach**

Step 1	\$1860
Step 2	\$2045
Step 3	\$2228

**SKIING**

**Head Coach**

Step 1	\$2844
Step 2	\$2997
Step 3	\$3159

**Assistant Coach**

Step 1	\$1580
Step 2	\$1738
Step 3	\$1894

**SOCCER**

**Head Coach**

Step 1	\$3257
Step 2	\$3438
Step 3	\$3619

**Assistant Coach**

Step 1	\$1809
Step 2	\$1990
Step 3	\$2171

**Freshman Coach**

Step 1	\$1630
Step 2	\$1809
Step 3	\$1990

**TENNIS**

**Head Coach**

Step 1	\$2011
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SALARIES FOR EXTRA-CURRICULAR ACTIVITIES

Step 2 \$2123  
Step 3 \$2235

**GYMNASTICS**

**Head Coach**

Step 1 \$3039  
Step 2 \$3209  
Step 3 3378

**Assistant Coach**

Step 1 \$1809  
Step 2 \$1990  
Step 3 \$2171

**TRACK**

**Head Coach**

Step 1 \$3039  
Step 2 \$3209  
Step 3 \$3378

**Assistant Coach**

Step 1 \$1809  
Step 2 \$1990  
Step 3 \$2171

**WINTER TRACK**

**Head Coach**

Step 1 \$2229  
Step 2 \$2352  
Step 3 \$2476

**Assistant Coach**

Step 1 \$1238  
Step 2 \$1362  
Step 3 \$1485

**WRESTLING**

**Head Coach**

Step 1 \$3345  
Step 2 \$3532  
Step 3 \$3716

**Assistant Coach**

Step 1 \$1860  
Step 2 \$2045  
Step 3 \$2228

**FIELD HOCKEY-GIRLS**

**Head Coach**

Step 1 \$3039  
Step 2 \$3209  
Step 3 \$3378

**Assistant Coach**

Step 1 \$1689  
Step 2 \$1858

SALARIES FOR EXTRA-CURRICULAR ACTIVITIES

Step 3	\$2026
<b><u>SOFTBALL-GIRLS</u></b>	
<b>Head Coach</b>	
Step 1	\$3122
Step 2	\$3298
Step 3	\$3469
<b>Assistant Coach</b>	
Step 1	\$1735
Step 2	\$1910
Step 3	\$2083
<b>Freshman Coach</b>	
Step 1	\$1566
Step 2	\$1735
Step 3	\$1910
<b><u>LACROSSE</u></b>	
<b>Head Coach</b>	
Step 1	\$3180
Step 2	\$3356
Step 3	\$3534
<b>Assistant Coach</b>	
Step 1	\$1766
Step 2	\$1945
Step 3	\$2120
<b>Junior Varsity</b>	
Step 1	\$1766
Step 2	\$1945
Step 3	\$2120
<b><u>SWIMMING</u></b>	
<b>Head Coach</b>	\$3335
Step 1	\$3517
Step 2	\$3703
Step 3	
<b>Assistant Coach</b>	
Step 1	\$1853
Step 2	\$2038
Step 3	\$2223
<b><u>VOLLEYBALL</u></b>	
<b>Head Coach</b>	
Step 1	\$2510
Step 2	\$2650
Step 3	\$2790
<b>Assistant Coach</b>	
Step 1	\$1397
Step 2	\$1534
Step 3	\$1674
<b><u>INTRAMURALS</u></b>	

SALARIES FOR EXTRA-CURRICULAR ACTIVITIES

Spring	\$759
Fall	\$759
Winter	\$1135
<b><u>CHEERLEADING</u></b>	
<b>Head Coach (Fall)</b>	
Step 1	\$1722
Step 2	\$1817
Step 3	\$1914
<b>Assistant Coach (Fall)</b>	
Step 1	\$957
Step 2	\$1052
Step 3	\$1148
<b>Head Coach (Winter)</b>	
Step 1	\$1722
Step 2	\$1817
Step 3	\$1914
<b>Assistant Coach (Winter)</b>	
Step 1	\$957
Step 2	\$1052
Step 3	\$1148
H.S. CHORAL DIRECTOR	\$1126
H.S. LITERARY MAGAZINE ADVISOR	\$569
GERMAN-EXCHANGE PROGRAM ADVISOR	\$1729
H.S. FOREIGN LANGUAGE CLUB	\$494
H.S. T.V. QUIZ	\$742
H.S. NATIONAL HONOR SOCIETY	\$1442
H.S. BAND	\$4583
H.S. BAND ASSISTANT	\$603
H.S. ANNUAL MUSICAL DIRECTOR	\$1206
H.S. ANNUAL MUSICAL CHOREOGRAPHER	\$482
H.S. ANNUAL MUSICAL CHORAL DIRECTOR	\$482
H.S. ANNUAL MUSICAL PIT BAND DIR.	\$482
H.S. ANNUAL MUSICAL COSTUME DIR.	\$482

SALARIES FOR EXTRA-CURRICULAR ACTIVITIES

COPE (WHS)	\$1457
H.S. MAJORETTE & DRILL TEAM COACH	\$250
H.S. STUDENT COUNCIL ADVISOR	\$2725
H.S. GAMMODIAN ADVISOR	\$2725
H.S. DRAMATIC ADVISOR	\$1598
H.S. SET DESIGN ADVISOR	\$759
H.S. DEBATING COACH	\$1598
DEBATE JUDGE(S)	\$774
H.S CLASS SPONSOR	
SENIOR	\$1980
JUNIOR	\$1239
SOPHOMORE	\$868
FRESHMEN	\$680
H.S. RENAISSANCE ADVISOR	\$1448
MATH LEAGUE	\$742
COLLEGE PLANNING	\$250
ADVANCED PLACEMENT ADVISOR	\$1680
GSA CLUB ADVISOR	\$1448
KEY CLUB ADVISOR	\$1448
VOC/TECH STUDENT COUNCIL ADVISOR	\$1750
VOC/TECH YEARBOOK ADVISOR	\$1598
VOC/TECH CLASS SPONSOR	
SENIOR	\$1239
JUNIOR	\$868
SOPHOMORE	\$621
FRESHMEN	\$494
W.V.T.H.S. FUTURE FARMERS OF AMERICA	\$1086
W.V.T.H.S. NATIONAL HONOR SOCIETY	\$1086

SALARIES FOR EXTRA-CURRICULAR ACTIVITIES

W.V.T.H.S. SKILLS USA	\$1750
FUTURE BUSINESS LEADERS OF AMERICA	\$1086
W.V.T.H.S. PEP SQUAD	\$1086
W.V.T.H.S. RENAISSANCE ADVISOR	\$1448
W.V.T.H.S. PEER LEADERSHIP/SADD	\$1448
W.V.T.H.S. ART CLUB	\$569
M.S. STUDENT COUNCIL	\$1185
M.S. YEARBOOK	\$868
M.S. MUSICAL/DRAMA	\$817
M.S. MUSICAL COSTUME DIR.	\$337
M.S. MUSICAL CHORAL DIR.	\$337
M.S. MUSICAL CHOREOGRAPHER	\$112
M.S. MUSICAL SET DESIGN	\$391
M.S. ART CLUB	\$569
M.S. BAND	\$1206
M.S. NATIONAL JR HONOR SOCIETY ADVISOR	\$742
M.S. CHORAL DIRECTOR	\$562
M.S. PEER MEDIATION ADVISOR	\$1448
M.S. PEER LEADER SHIP ADVISOR	\$1448
M.S. BUILDERS CLUB	\$569
M.S. CURRICULUM LEAD TEACHER	\$2000
DISTRICT CRISIS RESPONSE TEAM	\$1191
ELEMENTARY INSTRUMENTAL	\$332
ELEMENTARY DRAMA CLUB***	\$964

SALARIES FOR EXTRA-CURRICULAR ACTIVITIES

ELEMENTARY CHORUS CLUB	\$964
ELEMENTARY K-KIDS	\$569
ELEMENTARY BUILDING LEAD TEACHER	\$2000
CONTENT LEAD TEACHER (DISTRICT WIDE)	\$2000
SUMMER SCHOOL DIRECTOR (6-12)	\$3691
MENTOR COORDINATOR	\$603
MENTOR*	\$603
DISTRICT LITERACY LIAISON	\$5000

\*\*Assistant and Freshmen coaches are not limited one per sport. Any additional coaches can be added with the written

approval of the association and the superintendent. This is for those sports that normally have only one assistant or

freshmen coach.

\*Westfield School System Mentor program will have, whenever possible, a one to one ratio of mentors to mentees.

Mentors have three (3) half-days release opportunities during the school year to perform their mentor duties.

\*\*\*Elementary drama club advisors will be filled as posted for each elementary school that has a minimum of 2 performances

APPENDIX C  
MEMORANDUM OF AGREEMENT

The Memorandum of Agreement between the Westfield School Committee and the Westfield Education Association is entered into on this 23<sup>rd</sup> 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  
**WESTFIELD PUBLIC SCHOOLS**  
**ATTENDANCE/ABSENTEE REPORT**

Name: \_\_\_\_\_ Position \_\_\_\_\_  
Emp # \_\_\_\_\_ Date \_\_\_\_\_

School/Department: \_\_\_\_\_

Dates(s) of absence (s): \_\_\_\_\_

Check reason for absence:

- Personal (need to check reason below)
  - Religious
  - Legal
  - Business
  - Household
  - Family Matter
  - Medical
- Professional Development
- Association Business
- Legal proceedings relative to employee's employment or required by law to be a witness
- Bereavement (Indicate relationship \_\_\_\_\_)
- Military Duty
- Jury Duty (Attach copy of jury duty notice)
- Sick (need to check reason below)
  - Personal illness
  - Home emergency
  - Family illness (indicate relationship)

EMPLOYEE SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

-----  
Supervisor/Principal Signature \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent/designee initials: \_\_\_\_\_ Date: \_\_\_\_\_  
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Form updated: 11/22/13 JW/lml  
HR/Forms/Attend-Absent form

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

APPENDIX F

**TEACHER EVALUATION SYSTEM**

**A PUBLICATION OF THE  
WESTFIELD PUBLIC SCHOOLS**

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- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
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**1) Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

**2) Definitions (\* indicates definition is generally based on 603 CMR 35.02)**

- A) **\*Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration, but not

less than ten (10) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are locally bargained and comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator for a realistic period sufficient to achieve the goals outlined in the Improvement Plan, but at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance

(the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).

- J) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
  - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.

- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **\*New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.
- T) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visit(s) of any duration, but not less than ten (10) minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

- U) **Parties:** The Association and the Committee are parties to this agreement.
- V) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

- Z) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- AA) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.
- CC) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

EE) **\*Trends in student learning:** At least three years of data from the locally-bargained, district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

### 3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district, as bargained by the parties, should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice of any duration, but not less than ten (10) minutes.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.

- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

#### **4) Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree that the rubrics attached to this agreement shall be used.

#### **5) Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

- C) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
  - iv) The participants will evaluate the effectiveness of this process as a means of providing the joint labor-management committee with actionable feedback.

**6) Evaluation Cycle: Self-Assessment**

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th.
- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
  - (c) Proposed goals to pursue:
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student

learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, school and/or district leaders will provide educators with assessment data analysis and copies of the school and/or district goals.

- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

**7) Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement

based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The parties agree to bargain over the impact of this regulatory requirement (see Section #22) after guidance has been issued by ESE.

- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

**8) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
  - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - i) The Educator shall have at least three unannounced observations during the school year.

**9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

**10) Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, but not less than ten (10) minutes, Instructional Rounds, Walkthroughs, Learning Walks are non-evaluative collaborative observation protocols designed to assess overall school culture and agreed to by the Association.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
    - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

#### **11) Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the

Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**12) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**13) Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1st.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than June 1st.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by the last full day of school.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report within five (5) days of receipt. The signature indicates that the Educator received the Summative

Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

**14) Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

**15) Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

**16) Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

**17) Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

**18) Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a

rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii) Upon the Educator's request a representative of the Association shall attend the meeting.
  - iii) The Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

- v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

**20. Timelines (Dates in italics are provided as guidance)**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>May 1*</i>
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	Last full day of school.
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	Within 5 days

**A) Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	Last full day of school of Year 2
Evaluator and Educator sign Summative Evaluation Report	Within 5 days of receipt of Year 2

**B) Educators on Plans of Less than One Year**

- i) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

## **21. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

## **22. Rating Impact on Student Learning Growth**

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

## **23. Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

## **24. Using Staff feedback in Administrator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**25. Transition from Existing Evaluation System**

- A) The parties may agree that 50% of more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.
- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

**26. General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- E) Violations of this article are subject to the grievance and arbitration procedures

APPENDIX G

**MEMORANDUM OF AGREEMENT (AGREEMENT)  
BETWEEN  
THE CITY OF WESTFIELD  
AND  
THE M.G.L. c. 32B s. 21-23 CITY OF WESTFIELD PUBLIC EMPLOYEE COMMITTEE**

**Effective July 1, 2012 through June 30, 2013**

**WHEREAS**, The City of Westfield, including the Westfield Public Schools (City) currently provides health insurance benefits to its subscribers pursuant to M.G.L. 32B; and

**WHEREAS**, the City has sought to implement changes in health insurance benefits it provides to its subscribers; and

**WHEREAS**, the Westfield City Council on October 20, 2011 adopted the provisions of M.G.L. c. 32B s. 21 through 23, as amended by Chapter 69 of the Acts of 2011, for the purpose of implementing changes in health insurance benefits it provides to its subscribers; and

**WHEREAS**, The City developed an City of Westfield Implementation Notice as required by 801 CMR 52.03(Implementation Notice) and met with the City of Westfield Insurance Advisory Committee on January 31, 2012; and

**WHEREAS**, a Public Employee Committee (PEC) was established pursuant to 801 CMR 52.02 (2) and the Implementation Notice was forwarded to the PEC with the thirty (30) day negotiation period commencing February 13, 2012; and

**WHEREAS**, on February 28, 2012, the PEC, by unanimous vote, approved the plan design changes, savings estimates due to the proposed plan design changes, and mitigation plan as more fully described and incorporated into this Agreement in the attached amended Implementation Notice with Exhibits A and B, respectively.

**NOW THEREFORE**, We, City and the PEC agree as follows:

**PURPOSE of Agreement:**

1. The purpose of this Agreement is to implement changes in health insurance plan designs to existing health plan offerings provided by the City on July 1, 2012 and mitigate additional costs to all subscribers and subscribers identified as members of protected classes as, low wage earners, retirees and subscribers with high out of pocket medical expenses as more fully described in the attached amended Implementation Notice with attached Exhibits which are incorporated by reference as part of this Agreement.

**Effective Date and Duration:**

2. The Agreement shall take effect upon the City and the PEC executing the Agreement and shall remain in effect through June 30, 2013.

**Effect of Agreement:**

3. This Agreement shall be binding on all subscribers and shall supersede any conflicting provisions of any City policies or collective bargaining agreements between the City/School Department and any unions representing City/School employees and any policies relating to retiree health insurance obligations by the City. The agreed to co pays, deductibles and other plan design features will take effect on July 1, 2012 and will continue in effect until changed by the parties pursuant to M.G.L. c. 32B s. 21-23.

**Savings Clause:**

4. If any provision or portion of the Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.

**Scope and Modification:**

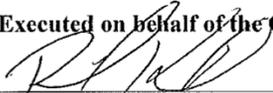
5. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only by a writing signed by the City and the PEC.

**Authorization to Sign Agreement:**

6. Each signatory to this Agreement is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

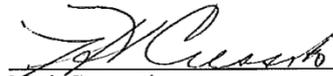
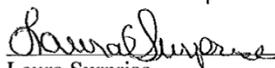
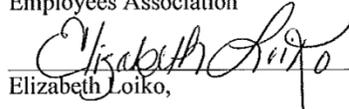
Dated: 3/7/12

**Executed on behalf of the City of Westfield:**

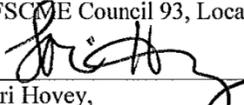


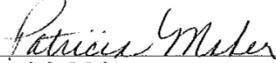
Daniel Knapik, Mayor

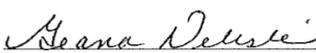
**Public Employee Committee:**

  
Michael Reuss,  
Westfield Public School Custodian Association  
Mark Cressotti,  
Westfield Professional Municipal  
Employees Association  
Laura Surprise,  
Elizabeth Loiko,

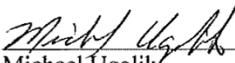
AFSCME Council 93, Local 346

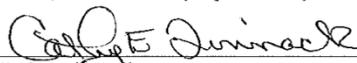
  
Lori Hovey,  
Westfield Education Association

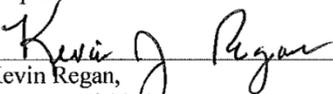
  
Patricia Maher,  
Westfield Lunch Association

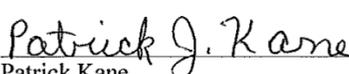
  
Geana Delisle,  
Westfield Cafeteria Managers Association

  
Brian Freeman,  
Westfield Patrol Officers Coalition (Patrolmen)

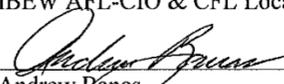
  
Michael Ugolik,  
IBPO, Local 574S (Supervisors)

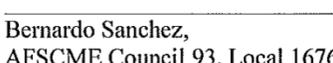
  
Cathy Zinnack,  
Westfield Emergency Telecommunications  
Dispatchers

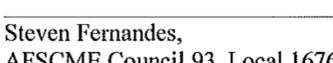
  
Kevin Regan,  
IAFF Local 1111

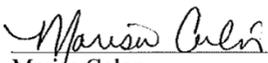
  
Patrick Kane,  
Westfield Fire Department Supervisors  
Association

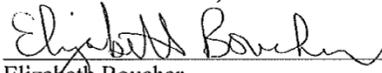
IBEW AFL-CIO & CFL Local 455

  
Andrew Banas,  
Westfield Gas & Electric Management Guild

  
Bernardo Sanchez,  
AFSCME Council 93, Local 1676  
(Laborers)

  
Steven Fernandes,  
AFSCME Council 93, Local 1676  
(Foreman)

  
Marisa Colon,  
AFSCME Council 93, Local 1676

  
Elizabeth Boucher,  
Retiree Representative