

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

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

1. Article I – Recognition: Put the list of titles in the sentence to save space in the document.
2. Article II – Negotiation Procedures: Combine Section B with Section A and renumber.
3. Article IV – Salaries:
 - a. Under Modification of Basic Schedule, delete Section C.
 - b. In Sections F(1, 2, 3, 4, 5, 7), change “trade subjects” to “career technical subjects”
 - c. Reword Section G to read as follows: “The hourly rate paid to teachers of summer school, standing curriculum committees, and the like shall be forty-two dollars and fifty cents (\$42.50) per hour.”
4. Article V - Teaching Hours and Teaching Load:
 - a. In Section A, change the Elementary and Kindergarten pupil dismissal times from 3:00 p.m. to 3:15 p.m. and the teachers’ dismissal times from 3:15 p.m. to 3:30 p.m.
 - b. In Section A, delete “Russell Elementary” and “Juniper Park”, add WIS, change Middle to WMS, and the virtual school.
 - c. Add the following to Section E: “December 23, when it falls within the work week, will be a half day.”
 - d. In Section F, delete one of the “so that secondary schools”
 - e. In Section G, in the fourth sentence add the applicable rate of pay (i.e., \$42.50).
 - f. Move Section H to Section A.
5. Article X – Teacher Assignments: In Section E, add “disability, gender identity, sexual orientation, pregnancy, pregnancy-related conditions, age”
6. Article XI – Transfers: Replace the language in Section F with the following: “All appropriately licensed internal candidates will be provided with an interview but will not be guaranteed the position.
7. Article XIII – Vacancies and Promotions: In Section A, reword the last sentence to read as follows: “No vacancy will be filled, except on a temporary basis, within fifteen (15) work days from the date the notice is sent electronically to staff.”

8. Article XV – Teacher Evaluation: Form a Joint Labor Management Committee (JLMC) to update and revise the current evaluation system, including the nurse evaluation system.
9. Article XVIII – Sick Leave: Under Sick Leave Bank, Section 5, replace the second sentence with the following: “On odd numbered years, the Association shall appoint the Chair and on even numbered years the Superintendent shall appoint the Chair.”
10. Article XIX – Severance Pay: Delete Section g.
11. Article XX – Temporary Leaves of Absence: Replace the current wording in Section A(5) with the following: “Bargaining unit members shall be entitled to up to five (5) consecutive days absence without loss of pay when there is a death in their immediate family. The immediate family is defined to include mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandparent, grandchild, niece, nephew, significant other, brother-in-law, sister-in-law, aunt and uncle. One (1) day’s absence without loss of pay shall be allowed to attend the funeral of a resident of the same household. If further time is required, it will be taken as either a personal or an unpaid day. The computation of bereavement days shall begin the day after the death of the family member.”
12. Article XXIV – Professional Development and Educational Improvement: Replace the current language with the following:

The parties agree that training and education as part of educators’ professional development are essential to the continued professional growth, and recertification of staff, impact the climate and culture of the schools, and the quality of education for the Westfield students. Ongoing professional development should be encouraged and supported. Areas of professional development will be identified through achievement data, student growth data, teacher evaluation data, and/or Unit A member requests.

Toward that end, the following practices are established.

The parties agree that at least \$300,000 will be set aside annually for the purpose of:

- Individual professional development in areas requested by Unit A members that are aligned with District and School Strategies for Continuous Improvement priorities and educators’ individual professional development plans.
- Reimbursement requested by Unit A members for graduate coursework that is related to the field of education.
- Payment of substitute teachers for the purpose of providing professional development during the workday.
- Payment of stipends for Unit A members to attend professional development outside the workday.
- Payment of stipends for Unit A members serving on the professional development committee provided that the meetings occur outside the members’ workday.

There shall be four (4) professional development days of six and one-half (6.5) hour duration each. The activities and/or professional development on two (2) of the professional

development days shall be district determined, and two (2) of the days shall be a la carte professional development offerings aligned to the District Strategies for Continuous Improvement Plan. Two (2) of the professional development days shall be scheduled contiguous to the start of the student school year, and the other two (2) days shall be held before March 15.

A professional development committee will be appointed annually and meet monthly outside the school day to discuss applications and determine approval. The professional development committee will be composed of at least three administrators, and at least five Unit A members and at no time will the number of administrators be more than the Unit A members. The Superintendent or his/her designee shall appoint the administrator members, and the Union President shall appoint the Unit A members to the committee. Each Unit A member shall receive a stipend for service on the PD committee.

The professional development committee will develop an annual budget, designating funds into the areas of contract services, substitutes, stipends, and supplies. The professional development committee will assess the staff development needs of the district and make recommendations to the superintendent regarding the scheduling and content of professional development days.

Unit A members must submit professional development applications to the professional development committee for approval prior to the dates of the event. Approval is contingent on the proposal being consistent with the district and school priorities.

The committee will recommend payment of reasonable expenses, including registrations, fees, meals, lodging, and / or transportation incurred by Unit A members who attend workshops, seminars, conferences, or other professional improvement sessions. Airfare and car rental will be the responsibility of the Unit A member. Professional development requested during the workday will require advanced approval of the Unit A member's principal or immediate supervisor. If a Unit A member is on an improvement plan that has been created by the principal or supervisor, they will need the recommendation by the building principal or supervisor before submitting the application to the professional development committee.

In addition to the approval of requests submitted by the staff, the professional development committee will be responsible for the development of systemwide proposals for professional development activities, consistent with district priorities and objectives within the \$300,000 cap.

At least two Unit A Professional Development Committee labor representatives will collaborate with district administrators to develop a staff development plan for full day professional development days. Courses developed by staff members and/or provided by outside presenters will be funded through the Unit A PD committee determination.

The committee shall reimburse a professional employee a maximum of \$1,000 for a course taken through an accredited college or university and approved in advance by the Unit A PD

Committee. Reimbursement shall be contingent upon the employees obtaining a satisfactory grade in said course(s), according to the standards of the institution and after submitting evidence of such satisfactory completion to the Unit A PD Committee.

Professional employees applying for course reimbursement will be chosen on a first come, first serve basis. The superintendent or designee shall maintain a list of those employees who have made an application 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 the said course reimbursement account after reimbursing all employees who have taken only one course. Such requests for reimbursement must be received no later than May 15 of the given school year.

13. Article XXX – Agency Service Fee: Eliminate this Article due to the Janus decision.
14. Article XXXII – General: Reword Section F to read as follows: “This Agreement will be electronically provided to each bargaining unit member.”
15. Article XXXVI – Evening Parental Conferences:
 - a. Delete “Evening” from the Article title.
 - b. Delete Sections A and C.
 - c. Delete Section F.
16. Article XXXVII – SEI Endorsement: Delete this Article.
17. Article XXXIX – Personal Protective Equipment: Correct the spelling of Equipment in the title.
18. Article XL – Longevity Pay:
 - a. Increase the current longevity amounts by \$250 effective July 1, 2025.
 - b. Effective July 1, 2023, add the following to Section A:

All bargaining unit members who are hired on or after July 1, 2023 shall not be eligible for the longevity benefit listed above and instead shall receive the longevity benefit listed below. Only years of service in the Westfield Unit A bargaining unit shall count toward the service requirements below.

Years of Service Completed	Amount
15-19	\$1,250
20-25	\$2,250
26-29	\$3,250
30+	\$4,250

19. Article XLIV – Duration: Change the dates to reflect a three-year duration.

20. Appendix A – Salary Schedules:

- a. The current salary schedules shall be replaced by the attached salary schedules. It is noted that staff shall remain on the same step effective July 1, 2023 as the step they were on during the 2022-2023 school year due to the revised salary schedule.
- b. Effective July 1, 2024, only bargaining unit members who have at least twenty (20) years of service in the Unit A bargaining unit and/or who are working under a CTE license are eligible to move to Step 13 of the Bachelor’s column.

21. Appendix B – Stipends: The Joint Labor Management Committee (JLMC) shall complete their updates and revisions to Appendix B. The JLMC shall be authorized to increase the overall cost of the Appendix B stipends by \$25,000 effective July 1, 2024 and an additional \$25,000 effective July 1, 2025.

22. Change all pronouns in the contract to be gender neutral.

23. Correct typographical and grammatical errors.

24. The parties agree to form a Joint Labor Management Committee (JLMC) for the purpose of discussing a paid time off (PTO) system of leave to replace the current leave benefits. Said JLMC shall commence meeting no later than October 1, 2023. Any recommendations of the JLMC shall be subject to negotiation and ratification by the respective parties.

FOR THE WESTFIELD
SCHOOL COMMITTEE

FOR THE WESTFIELD
EDUCATION ASSOCIATION, M.T.A.

Dated: _____

Dated: _____

SALARIES EFFECTIVE July 1, 2022 - 2.0%						
Step	B	M	M+30	CAGS/M+4 5	M+60	DOCTOR
2	43,694	48,047	52,051	54,167	55,249	56,055
3	45,570	49,946	53,945	56,055	57,175	57,966
4	49,070	53,513	57,564	59,704	60,899	61,620
5	50,468	54,868	58,895	61,013	62,235	62,912
6	52,346	56,778	60,800	62,913	64,170	64,818
7	54,223	58,680	62,691	64,822	66,118	66,721
8	56,113	60,580	64,596	66,721	68,057	68,619
9	57,988	62,470	66,496	68,621	69,994	70,526
10	60,242	64,756	68,775	70,910	72,328	72,805
11	62,509	67,031	71,061	73,193	74,654	75,088
12	65,374	70,629	76,155	78,390	79,958	81,854
13	70,778	76,467	82,447	84,863	86,562	88,617

SALARIES EFFECTIVE July 1, 2023 2.5%						
(restructure chart, step 2 is 2.5% of step 2 from FY23 table, no one advances)						
<u>Step</u>	<u>B</u>	<u>M</u>	<u>M+30</u>	<u>CAGS/M+4</u> <u>5</u>	<u>M+60</u>	<u>DOCTOR</u>
2	46,709	51,195	55,294	57,456	58,604	59,415
3	48,554	53,217	57,478	59,726	60,919	61,762
4	50,472	55,319	59,748	62,085	63,326	64,202
5	52,466	57,504	62,108	64,537	65,827	66,738
6	54,538	59,775	64,561	67,087	68,427	69,374
7	56,692	62,137	67,112	69,737	71,130	72,114
8	58,932	64,591	69,762	72,491	73,940	74,963
9	61,260	67,142	72,518	75,355	76,860	77,924
10	63,679	69,794	75,383	78,331	79,896	81,002
11	66,195	72,551	78,360	81,425	83,052	84,201
12	68,809	75,417	81,455	84,641	86,333	87,527
13	72,594	78,396	84,673	87,985	89,743	90,984

SALARIES EFFECTIVE July 1, 2024

1%, add STEP 14

<u>Step</u>	<u>B</u>	<u>M</u>	<u>M+30</u>	<u>CAGS/M+4</u> <u>5</u>	<u>M+60</u>	<u>DOCTOR</u>
2	47,176	51,707	55,847	58,031	59,190	60,009
3	49,040	53,749	58,053	60,323	61,528	62,380
4	50,977	55,872	60,346	62,706	63,959	64,844
5	52,990	58,079	62,729	65,183	66,485	67,405
6	55,084	60,373	65,207	67,758	69,111	70,067
7	57,259	62,758	67,783	70,434	71,841	72,835
8	59,521	65,237	70,460	73,216	74,679	75,712
9	61,872	67,814	73,243	76,108	77,629	78,703
10	64,316	70,492	76,136	79,114	80,695	81,812
11	66,857	73,277	79,144	82,239	83,883	85,043
12	69,498	76,171	82,270	85,488	87,196	88,402
13	73,320	79,180	85,520	88,865	90,640	91,894
14	75,519	81,555	88,085	91,531	93,359	94,651

SALARIES EFFECTIVE July 1, 2025 2%						
<u>Step</u>	<u>B</u>	<u>M</u>	<u>M+30</u>	<u>CAGS/M+4</u> <u>5</u>	<u>M+60</u>	<u>DOCTOR</u>
2	48,120	52,741	56,963	59,192	60,374	61,209
3	50,021	54,824	59,214	61,530	62,759	63,627
4	51,996	56,990	61,552	63,960	65,238	66,141
5	54,050	59,241	63,984	66,486	67,815	68,753
6	56,185	61,581	66,511	69,113	70,494	71,469
7	58,405	64,013	69,138	71,843	73,278	74,292
8	60,712	66,542	71,869	74,680	76,173	77,226
9	63,110	69,170	74,708	77,630	79,181	80,277
10	65,602	71,902	77,659	80,697	82,309	83,448
11	68,194	74,742	80,727	83,884	85,560	86,744
12	70,887	77,695	83,915	87,198	88,940	90,170
13	74,786	80,764	87,230	90,642	92,453	93,732
14	77,030	83,186	89,847	93,361	95,227	96,544

Not part of contract
 For REFERENCE ONLY!

Longevity chart

Years of Service Completed for employees with <10 years of service by August 25th, 2016	Amount	Years of Service Completed for employees with >10 years of service by August 25th, 2016	Amount
14 years (in 15th year) to 17 years	\$ 1,250	13 years (in 14th year) to 15 years	\$1,250
18 years (in 19th year) to 22 years	\$ 2,250	16 years (in 17 th year) to 18 years	\$2,250
23 years (in 24th year) to 26 years	\$ 3,250	19 years (in 20 th year) to 21 years	\$3,250
27 years (in 27th year) and beyond	\$ 4,250	22 years (in 23rd year) and beyond	\$4,250

Longevity chart.

For reference only - so you can see the increase.
 People who are at \$4500 do not increase.