

AGREEMENT

Between

THE WESTFIELD SCHOOL COMMITTEE

and

WESTFIELD EDUCATION ASSOCIATION

MASSACHUSETTS TEACHERS ASSOCIATION

NATIONAL EDUCATION ASSOCIATION

UNIT B

July 1, 2013 to June 30, 2016

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ARTICLE I
RECOGNITION

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

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

ARTICLE II
NEGOTIATION PROCEDURES

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

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

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

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

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

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

ARTICLE III GRIEVANCE PROCEDURE

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

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

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

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

Level 3 - If the grievance is not resolved in Level 2, or the Level 2 time limits expire without the issuance of the Superintendent's written answer, the Superintendent shall

arrange for a meeting between the Association's representatives and the School Committee or its representative to take place at the next regularly scheduled meeting of the School Committee or sooner at the discretion of the School Committee. Upon conclusion of the hearings, the Committee will provide the Association with their written decision within six (6) days.

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

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

The arbitration proceedings will be conducted under the rules of the American Arbitration Association. The award shall be final and binding on the School Committee, the Association and the grievant. The fees and expenses of the Arbitrator shall be borne equally by the parties.

The authority of the Arbitrator shall be limited to construing and interpreting the rights of the parties, under the terms of this Agreement. He has no power to amend, delete, or add to its terms. Nor shall the Arbitrator render a decision which shall infringe upon any of the reserved rights and duties of the School Committee.

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

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

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

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

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

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

ARTICLE IV
SALARIES

- A. Salaries are included in Appendix A and are incorporated into this Agreement by reference.
- B. The parties agree to the following wage adjustments:
 - a. 1% base wage increase effective January 1, 2014;
 - b. 2.5% base wage increase effective July 1, 2014;
 - c. 2.5% base wage increase effective July 1, 2015.
- C. The biweekly payment plan currently in operation shall be continued until such time as a change shall be mutually agreed upon and made a part of the Agreement.
- D. All employees shall be paid by bi-weekly direct deposit.
- E. Employees will receive electronic pay stubs, tax returns, or any other financial information within one year.
- F. Co-curricular staff will be paid for services in accordance with the following schedule:

50% of scheduled salary - midpoint of service rendered, Final 50% of scheduled salary - conclusion of service, Intramurals will be paid at the end of their respective seasons.
- G. The Committee agrees to adopt the administrator's Initial Contract, Long-Term Contract, and the Annual Salary Agreement.
- H. Administrators hired to or reduced to less than full time will have their benefits and compensation pro-rated on their time worked.
- I. When administrators are assigned to supervise events, workshops and the like, attended by teachers who are being paid to attend and when these times are beyond the normal administrative work day and/or year, administrators will be compensated at a rate of forty-six dollars and sixty-five cents (\$46.65) effective July 1, 2012.
- J. Stipends for Grant Writers

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

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

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

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

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

FOOTNOTES TO BASIC SCHEDULE

- (1) Master's Degree plus 30 hours: These thirty (30) semester hours of credit must be earned subsequent to receipt of the Bachelor's Degree, and not already used for credit towards the Master's Degree. The Masters +30 designation ("M+30") is limited solely to employees who were Unit members on the M+30 step at the signing of the agreement, December 3, 2013, or employees who were unit members at the date of signing on a higher step and wish to revert to lower pay at M+30. The parties have agreed to the eventual elimination of the M+30 step once no current employees qualify for the step.

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

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

- (3) C.A.G.S. Diploma: The Certificate of Advanced Graduate Study may be obtained in education and subject matter or related area. Personnel employed as of June 27, 1967, by the Westfield School System may, at the discretion of the Superintendent of Schools, be

placed on the C.A.G.S. schedule when they have completed graduate work equivalent to a C.A.G.S. diploma. For those holding two (2) Master's degrees or a Master's degree plus 30 credits, and therefore paid on a Master's +30 schedule, an additional 15 credits is necessary to obtain a C.A.G.S. equivalency. The additional 15 credits must have the approval of the Superintendent and must not have been previously used for placement on the salary schedule.

- (4) Master's plus 60 hours: These sixty (60) semester hours of credit must have prior approval of the Superintendent or his designee and must be earned subsequent to receipt of the Bachelor's Degree, and not already used for credit toward the Master's Degree.
- (5) Doctor's Degree: The Doctor's Degree may be obtained in Education and subject matter or related area. Administrators with a J.D. will be placed on the doctoral schedule when they have passed the Massachusetts Bar Examination.
- (6) Advancement to the next higher pay schedule will be made on July 1, or January 1, following completion of all academic requirements toward the next higher degree or salary requirement. Effective July 1, 1997, an administrator intending to receive an advance degree or credits which would provide for advancement to the next higher pay schedule must notify the Superintendent, in writing, no later than February 1st of the year preceding the financial budget being prepared. Administrators who fail to provide notice will not receive their column movement until the next fiscal year. A letter will be issued to all staff annually in December reminding them of their obligation.

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

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

Regular increments and seniority step increases:

- (1) Regular increments and seniority step increases are not automatic.
- (2) To qualify for a regular increment or seniority step increase an administrator must be recommended by the Superintendent as having done satisfactory work.
- (3) All regular increments and seniority step increases must be approved annually by the Superintendent.
- (4) The Superintendent reserves the right to withhold a regular increment or seniority step increase for the following reasons:

- (a) inefficiency,
 - (b) insubordination,
 - (c) conduct unbecoming an administrator, or
 - (d) for any other reason the Superintendent considers to be detrimental to the school system.
- (5) No increment or seniority step increase shall be withheld:
- (a) unless said administrator agrees in writing to have said increment or seniority step increase withheld for the stipulated school year or pay period, or
 - (b) unless, at least 30 days, exclusive of customary vacation periods, prior to the determination of the Superintendent, the administrator shall have been notified of such intended vote, and
 - (c) unless, if he/she requests, he/she 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/she so requests, he/she has been given a hearing before the Superintendent at which he may be represented by counsel, present evidence and call witnesses to testify in his behalf and examine them, or
 - (e) unless the charges shall have been, substantiated.

ARTICLE V
ADMINISTRATOR WORK DAY AND WORK YEAR

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

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

B. Administrators will work at their assigned tasks for at least the length of the classroom teacher's workday. The exact daily schedule will be worked out on an individual basis, subject to the final approval of the Superintendent. The School Committee has the discretion to change building hours provided no increase in length of the Administrator work day.

- C. It is recognized, however, that the proper performance of their duties may, on occasion, require personnel to work longer than the normal working day.
- D. The work year of all Secondary Assistant Principals will be two hundred fifteen days (215) for school year 2014-2015 and two hundred seventeen (217) days for school year 2015-2016.

The work year for Special Education Supervisors shall be two hundred four days (204) for school year 2014-2015 and two hundred six (206) days for school year 2015-2016.

The work year of all other positions in this bargaining unit will be two hundred (200) days for school year 2014-2015 and two hundred two (202) days for school year 2015-2016.

The parties agree to amend the work days per year as follows: all unit members shall work one (1) additional work day effective July 1, 2014-June 30, 2015, and work two (2) more additional work days effective July 1, 2015-June 30, 2016, for a total of three (3) additional work days added by June 30, 2016. Consequently, effective July 1, 2015, employees in Appendix A shall be subject to a work year consisting of 202 days, Appendix B at 217 days, and Appendix C at 206 days.

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

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

Administrators will normally be advised annually of their work year schedule on or before May 15. Said schedule to be effective on July 1.

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

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

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

Any additional workdays beyond the required work year requested and approved by the Superintendent or designee will be paid on the per diem rate of the individual

administrator involved. The per diem rate shall be the annual salary divided by the number of workdays specified above.

Effective July 1, 2014, and for the 2014-2015 school year, Unit B members shall be entitled to consider an additional one half (0.5) days worked when Unit A members work an early-release staff-development parent-teacher conference day (“ERSD-PT day”). The resulting agreement is for Unit B members to work 1.5 days for every ERSD-PT day worked by Unit A. Unit B members are required to perform work during the three phases of the day for the time to count as calendared working day: the employee must attend the half-day while students are in session, the professional development portion of the day, and the parent teacher conferences in the evening to be entitled to count the time as 1.5 working days. For the purposes of clarification, two (2) ERSD-PT days worked shall constitute three (3) working days.

Should Unit A continue the practice of ERSD-PT days beyond the 2014-2015 school year, Unit B shall be entitled to continue counting those days worked as 1.5 days worked. Should Unit A discontinue the practice of ERSD-PT days at any time, the Unit B practice shall likewise be simultaneously discontinued, and the entire applicable provision shall automatically be considered null and void and/or otherwise revoked.

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

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

- G. Unscheduled Leave Days - Nothing in this agreement shall prohibit a unit member from requesting up to five (5) unscheduled days away from work. Such unscheduled days away from work require prior approval of the Superintendent of Schools or designee.

ARTICLE VI

CLASS SIZE/CASE LOADS

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

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

ARTICLE VII NON-ADMINISTRATIVE DUTIES

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

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

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

ARTICLE VIII ADMINISTRATOR EMPLOYMENT

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

1. Degree status.
2. Previous administrative experience--either public school or private school acceptable to the Superintendent who shall not reasonably withhold such acceptance--provided such experience shall have been continuous service of more than one-half (1/2) of any school year.
3. Military service.

4. Vista and/or Peace Corps service.
5. Any person appointed to a position within the scope of this Agreement will have his prior administrative experience evaluated and may receive credit on the salary schedule for prior administrative experience regardless of when such experience shall have been granted.
6. Administrators and others currently employed by the Westfield Public Schools will, when promoted, suffer no loss of earnings. Such administrators will be placed at the lowest salary step of the new position, which is consistent with this no loss of earnings concept.

The parties agree to reopen negotiations exclusively on the issue of educator fingerprinting regarding M.G.L. c. 71, § 38R, as amended by H.B. 4307, § 7. The parties agree any deal regarding negotiated procedures and/or policies governing and/or established by or with Unit A shall be offered to Unit B members.

ARTICLE IX
ADMINISTRATOR ASSIGNMENT

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

ARTICLE X
REDUCTION IN FORCE

- A. In the event the School Committee determines it necessary to reduce the number of administrators included in the bargaining unit, administrators whose positions are eliminated or affected by the provisions of this Article shall be notified, in writing, no later than June 1st and shall be laid off according to seniority as an administrator in the Westfield Public Schools, when in the best interest of the total school program and in the following order:

1. Be transferred to a vacancy in the bargaining unit for which he/she is qualified, or becomes qualified before the effective date of the layoff, provided however, intent to obtain such qualifications be given, in writing, to the Superintendent within fifteen (15) days of the notice of the layoff; or
 2. If qualified, replace the least senior administrator position, with less bargaining unit seniority; or
 3. Replace the least senior administrator with less bargaining unit seniority, for which the administrator is qualified; or
 4. Be placed in a teaching position for which he/she is qualified according to Unit A seniority, as defined in the Collective Bargaining Agreement between the Westfield School Committee and the Westfield Education Association/Unit A; or
 5. Be laid off, subject to recall - rider Paragraph E.
- B. Qualified means the administrator has, on file with the office of Superintendent, documented evidence that he/she possesses the necessary qualifications to meet the requirements of the duties and responsibilities of the position sought, as specified in the job description of such position.
- C. "System-wide Seniority" means the actual number of years, months, and days of continuous service from the last date of employment by the Westfield School Committee. "Bargaining Unit Seniority" means the actual number of years, months, and days of continuous service from the date of employment as an administrator by the Westfield School Committee. Administrators will be credited for seniority purposes with all time spent on Leave of Absence covered by this Agreement. In cases involving administrators with identical bargaining unit seniority, preference for retention in, or recall to Unit B, will be given to the administrator with the most system wide seniority. In cases, with identical system-wide seniority, preference for retention in or recall to Unit B will be given to the administrator with the highest level of formal education, subject to the provisions of Paragraph A. In cases of identical seniority, and the same level of formal education, the Superintendent of Schools will determine which administrator will be retained or recalled.
- D. Administrators who have been laid off shall be entitled to recall rights for a period of two (2) years, from the effective date of the respective layoffs. Any declination of an Administrative position, offered by the Committee to the laid off administrator during the recall period, shall be deemed a voluntary resignation and be cause for terminating the administrator's employment with the School Committee.

All benefits to which the administrator is entitled, at the time of lay off, shall be restored in full upon re-employment within recall period. During the recall period, administrators who have been laid off shall be given preference on the teacher substitute list, provided

however, they notify the Superintendent, in writing, of their desire to do substitute work. Compensation will be at the substitute teacher rate.

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

ARTICLE XI TRANSFERS

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

Therefore, they agree as follows:

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

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

- C. A list of open positions in other schools will be made available to all administrators being transferred, and all other factors being substantially equal, preference will be given in filling such positions on the basis of seniority. Administrators being involuntarily transferred shall be considered for a vacant position, at any time up to the first day of school, providing the request is made before an administrator is assigned to such vacant position.
- D. Notice of transfer will be given to administrators as soon as practicable and under normal circumstances not later than June 1.

- E. Exceptions to the provisions of Section A, B, C and/or D above, may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the administrators and/or school(s) affected. The Association will be notified of every instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level 2, thereof.
- F. Administrators desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1, and April 15, of each school year to be considered for the next school year. Requests for transfers must be renewed annually or they will be considered withdrawn.

ARTICLE XII
VACANCIES AND PROMOTIONS

- A. Whenever any permanent vacancy occurs in an administrative position in this bargaining unit, it will be adequately publicized by the Superintendent by means of a notice placed on the Association bulletin board in every school as far in advance of the appointment as possible. During the months of July and August, written notice of any such vacancy will be given to the Association. In both situations, the qualifications for the position, its duties and compensation, in accordance with the current salary schedule, will be clearly set forth. The qualifications set forth for a particular position will not be changed when such future vacancies occur unless the Association has been notified in advance of such changes and reasons therefore. A disagreement over the necessity for such change will be subject to the grievance and arbitration procedures set forth in this Agreement. No vacancy will be filled, except on a temporary basis, within thirty (30) days from the date the notice is posted in the schools or the giving of notification to the Association. A permanent vacancy is understood to be the result of termination, death, resignation, retirement, promotion or creation of a new position.
- B. All qualified administrators will be given adequate opportunity to make application for such administrative positions, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, seniority, and other relevant factors. In filling such vacancies, first consideration will be given to qualified administrators already employed by the Committee and each administrator applicant shall be granted an interview by the Superintendent or designee before the appointment is made. Appointments will be made not later than ninety (90) days after the notice is posted in the schools or the giving of notification to the Association.
- C. Appointments will be made without regard to race, creed, color, age, religion, nationality, sex or marital status.
- A. Temporary vacancies are defined as those vacancies which are not permanent as defined in Paragraph A. The Superintendent reserves the right to fill or not fill such temporary vacancies. Should the Superintendent determine to fill such temporary vacancies, it will

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

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

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

- A. All administrative openings for Summer School and Evening School positions and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as early as possible and administrators who have applied for such positions will be notified of action taken regarding their application as early as possible.
- B. Regular administrative positions in the Westfield Summer School and Evening School positions under Federal programs will be filled first by regularly appointed administrators in the Westfield School System. This shall not preclude the Committee from employing outside personnel who, through special qualifications, would enrich the program.
- C. In filling such administrative positions, consideration will be given to an administrator's area of competence, major and/or minor field of study, quality of the administrator's performance, attendance record and seniority in regard to summer school or evening school positions. Administrators with previous Westfield Summer School or Evening School administrative experience shall have first preference.

ARTICLE XIII
ADMINISTRATOR EVALUATION

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

Teacher's Association and the Westfield Public Schools for implementation beginning with the 2013-2014 school year or as otherwise required by law.

- B.
 - 1. Administrators will have the right, upon request and prior notice, to review the contents of their personnel file. An administrator will be entitled to have a representative of the Association accompany him during such a review.
 - 2. No material derogatory to an administrator's conduct, service, character or personality will be placed in his personnel file unless the administrator has had an opportunity to review such material. The administrator will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material and his answer shall be reviewed with the Superintendent or his designee and attached to the file copy.
- C. Any written complaints regarding an administrator made to a member of the administration by a parent, student or other person will be promptly called to the attention of the administrator.
- D. The Association recognizes the authority and responsibility of the Superintendent of Schools for disciplining or reprimanding an administrator. If an administrator is to be disciplined or reprimanded by the Superintendent of Schools, he will be entitled to have a representative of the Association present.
- E. No administrator will be disciplined, reprimanded or reduced in rank or compensation without just cause.

ARTICLE XIV
ADMINISTRATIVE FACILITIES

- A. Each school will have the following facilities:
 - 1. Space in each building in which administrators may safely store instructional materials and supplies;
 - 2. An administrator's work area containing adequate equipment and supplies to aid in the preparation of administrative and instructional materials;
 - 3. A serviceable desk and chair for the administrator in his office;
 - 4. A communication system so that administrators can communicate with the classrooms from the office;

5. A well-lighted and clean male rest room and a well lighted and clean female rest room; and
 6. A separate, private dining area for the exclusive use of the administrators and teachers.
- B. An adequate portion of the parking lot at each school will be reserved for teacher and administrator parking.
- C. The Committee and Association recognize that with present conditions, some of these facilities are lacking. Whenever practicable, the facilities will be provided.

ARTICLE XV
USE OF SCHOOL FACILITIES

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

ARTICLE XVI
SICK LEAVE

Sick leave days are essentially a form of insurance protection for the employees and are an inchoate right to compensation that does not vest in an employee until he or she has a bona fide sickness, preventing him or her from reporting for and performing his or her duties. For the purposes of this agreement, bona fide sickness preventing an employee from performing his or her duties may be interpreted to include such cases as home exigencies (emergencies), 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. For sick leave other than of the employee, a statement of the circumstances shall be submitted by the employee, endorsed by the principal or other supervisory officer, to the Executive Director of Human Resources.

Administrators whose work year is 202 days will be entitled to sixteen (16) sick leave days, each school year as of the first official day of said school year providing they report the first official day; otherwise, it will be pro-rated.

Administrators whose work year is more than 202 days, but less than 220 days will be entitled to seventeen (17) sick leave days as of the first official day of said school year providing they report the first official day; otherwise, it will be pro-rated.

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

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

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

ARTICLE XVII
SEVERANCE PAY

- A. An administrator upon retirement or his estate, upon his death, will be paid for accumulated unused sick leave days up to a maximum of seventy (70) days. This maximum will be one hundred (100) days provided the administrator has accumulated one hundred eighty (180) days of sick leave on the effective date of retirement. The parties agree to modify the Severance Pay (sick leave buy back) language to include the following:

A Unit B member hired after July 1, 2014, shall be entitled, upon retirement, or his/her estate upon his/her death, to be paid for accumulated sick leave days according to the following scale:

\$15,000 if the Unit B member has 65-179 accumulated sick leave days

\$25,000 if the Unit B member has 180 or more accumulated sick leave days

- B. Payment for the above (A) will be made at the per diem rate of the respective individual.

- C. Should an administrator contemplating retirement specify to the Committee such intent at least one (1) year prior to such retirement, he may, in lieu of A above, receive a salary adjustment for the last year before retirement of an amount equal to the amount he would have received under A above. His accumulated sick leave will be reduced by a like amount.
- D. An administrator who elects to receive his severance pay under the terms of Paragraph B of this Article shall receive a salary adjustment on the salary he receives during his last year of service.
- E. Payment made under this Article will not be considered regular earnings under Chapter 32 of the MGLA.
- F. Administrators intending to retire and receive the benefits of this Article must notify the Superintendent of Schools, in writing, prior to February 1, of the year preceding the financial budget being prepared so that the severance amount may be included before the budget is voted. Administrators who fail to satisfy the February 1 date would not receive their severance benefit until the succeeding budget is prepared and voted. Beginning in the 2014-2015 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 1st of the calendar year in which notice of retirement is made under Paragraph G are satisfied. The Parties further agree that a Unit B member 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 Chief's Financial Officer by December 1st (assuming the District does not notify the Unit B member of an intention to spread the severance payment over three fiscal years).

Severance payments which are made over the course of a three year period will be paid within two and a half months of retirement, if and only if retirement is effective on or after May 1 of the school year. The intention is for resulting payments paid one third (1/3) in the same fiscal year as the school year of retirement, and the next one third (1/3) payment will be made within two and a half months of retirement. The remaining one third (1/3) payment will be made in the following fiscal year. Payments are contingent upon proper retirement applications.

ARTICLE XVIII
TEMPORARY LEAVES OF ABSENCES

- A. Administrators will be entitled to the following temporary leaves of absence with pay each school year:
 - 1. Two (2) days for religious, personal, legal, business, household or family matters which require absence during school hours, with prior approval of the Superintendent of Schools. Temporary leaves of absence with pay under this

section shall ordinarily be used in one (1) day increments, as opposed to coupled back to back, unless specifically requested and approved in advance by the Superintendent or designee. Generally approvable reasons for back to back use of paid leave under this section shall include, but are not limited to, attendance of an out-of-area wedding of a family member, graduation of a family member, etc. This does not preclude the Superintendent from granting additional days should circumstances warrant.

2. At least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with prior approval of the Superintendent of Schools.
 3. Time necessary for duly authorized Association representatives to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions. The number of such representatives attending shall be at the discretion of the Superintendent of Schools.
 4. Time necessary for appearances in any legal proceeding connected with the administrator's employment or with the school system or in any other legal proceeding if the administrator is required by law to attend as a witness.
 5. Up to five (5) days to arrange for and attend the funeral of a spouse, parent or child. Administrators will be granted up to three (3) days at the discretion of the Superintendent to arrange for and attend the funeral or other members of the administrator's family or persons who are close as family.
 6. Ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Administrators will be paid the difference between their regular pay and the pay which they receive from the State or Federal government. The parties acknowledge the repeal by the City of M.G.L. c. 33, § 59.
- B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the administrator is entitled. Any absence occasioned by an administrator's attendance at any convention, conference, seminar, visitation, evaluation, or any similar event when such attendance has been required by a superior shall not be charged against any of the leave provisions of this Article or any other Article of this Agreement.

ARTICLE XIX
EXTENDED LEAVES OF ABSENCE WITHOUT PAY

- A. The Superintendent agrees that up to two (2) administrators designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (state or national) activities.

Upon return from such leave, an administrator will be placed on the salary schedule at the level he would have achieved if he had not been absent.

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

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

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

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

- E. Adoption Leave: If an adoption agency requires and certifies that an adopting parent, immediately following the adoption of a child (ren), must stay home with the child (ren), the assistant principal/supervisor will be eligible to utilize their own sick/personal leave balances, first exhausting personal time, and not to exceed thirty (30) days. When both parents are employed by the Westfield Public Schools and are members of Unit B, they shall have the option of sharing the total not to exceed the thirty (30) day maximum.
- F. A leave of absence of up to six (6) months may be granted for the purpose of caring for a sick member of the administrator's immediate family defined as a father, mother, spouse, or child.
- G. The Superintendent will grant a leave of absence for two (2) terms or no more than four (4) years to any administrators to campaign for, or serve in a public office. This paragraph will apply only in the event a comparable position vacancy is available.
- H. Administrators returning from a leave of absence under Paragraph D, E, or F will return to the appropriate place on the salary schedule.
- I. After three (3) years continuous employment in the Westfield School System, an administrator may be granted a leave of absence, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- J. Any administrator whose personal illness extends beyond the period compensated will be granted a leave of absence for such time as is necessary for complete recovery from, such illness.
- K. Other leaves of absence without pay may be granted by the Superintendent.
- L. All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return; and he will be assigned to the same or similar position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position. The Superintendent shall not be required to restore any Employee on leave to their previous or a similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such leave provided, however, that such employee on leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.
- M. All requests for extensions or renewals of leaves will be applied for and granted in writing.
- N. Administrators previously on any leave of absence provided for in any earlier agreement shall continue to be credited for seniority purposes with all time spent on any leaves as provided in that earlier statement.

ARTICLE XX
SABBATICAL LEAVE

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

1. No more than one (1) administrators will be absent on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than December 31, and action must be taken on all such requests no later than April 1, of the school year preceding the school year for which the sabbatical leave is requested.
3. The administrator has completed at least five (5) consecutive full school years of service in the Westfield School System.
4. Administrators on sabbatical leave will be paid at fifty percent (50%) of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate.
5. The administrator will agree to return to employment in the Westfield School System for one (1) full year in a semester's leave or two (2) full years in the event of a full year's leave.
6. If the administrator does not perform this agreement, he/she shall repay to the City of Westfield a sum representing one twentieth (1/20th) of the total salary received while on sabbatical leave of absence for each month of the two (2) year period following the sabbatical leave that said administrator does not perform his/her duties for the Westfield Public Schools; provided, however, that the administrator may be released from such payment if his/her failure to serve the two (2) years as stipulated be due to his/her illness, disability, death, or layoff. An administrator returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system.
7. Availability of funds.

ARTICLE XXI
SUBSTITUTE ADMINISTRATORS

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

ARTICLE XXII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

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

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

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

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

The parties agree to defund one-half (0.5) of the professional development account for the 2013-2014 school year only.

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

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

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

The Professional Development Committee will meet monthly.

ARTICLE XXIII
INDEMNIFICATION

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

ARTICLE XXIV
PERSONAL INJURY BENEFITS

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

ARTICLE XXV
INSURANCE AND ANNUITY PLAN

- A. 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 D.
- B. The Committee will pay the maximum percentage permitted by law not to exceed fifty percent (50%), of the following types of insurance coverage:
 - a. A \$20,000 term life insurance plan of the type presently available to administrators;

- b. Any other health insurance plans which the Committee, following consultation with the Association, may desire to provide for administrators and/or retired administrators.
 - 2. If two (2) or more employees belong to a single family unit and are eligible for coverage under Paragraph 1 above under the same policy, each may, at his option, have his entitlement applied to the full cost of a single policy covering said family unit.
- B. Employees are eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370 and Deferred Compensation Plans.
 - C. In the event language pertaining to Blue Cross/Blue Shield is deleted from the Unit A collective bargaining agreement then, notwithstanding any specific language pertaining to Blue Cross/Blue Shield in this article, members of Unit B will be eligible to participate in the health insurance plans offered to all other City employees at the same percentages offered to all other City employees.
 - D. 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 XXVI
DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of its employees, dues for the Westfield Education Association-Massachusetts Teachers Association and the National Education Association, as said administrators individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to such Association or Associations.
- B. The Westfield Education Association will certify to the Committee in writing the current rate of its membership dues and the dues of its affiliates. The Association agrees to give the Committee sixty (60) days written notice prior to the effective date of any change in the rate of its membership dues.
- C. Deductions referred to in Section A above will be made in equal installments during the school year. The Committee will not be required to honor, for any week's deduction, any

authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

- D. No later than September 30 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues for any of the Associations named in Section A above. The Committee will notify the Association monthly of any changes in said list.

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

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

ARTICLE XXVII AGENCY SERVICE FEE

As a condition of employment during the term of this Agreement, every member of the bargaining unit who is not a member of the Association shall pay, or by payroll deduction, shall have paid to said Association an Agency Service Fee that shall be the permissible percent allowed by law of the then current rate of dues payable by a member of the said Associations, exclusive of any special assessments: The Committee and the Association having hereby stipulated and agreed that the sum so payable is proportionately commensurate with the cost to the Association of the collective bargaining and contract administration. Such fee so required to be paid shall be payable on or after the thirtieth (30th) day next following the effective date of this Agreement, whichever shall be later.

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

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

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

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

ARTICLE XXVIII SENIORITY

Section One:

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

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

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

Section Two:

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

ARTICLE XXIX GENERAL

- A. There will be no reprisals of any kind taken against any administrator by reason of his membership in the Association or participation in its activities.
- B. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular

duties without loss of pay as necessary in order to permit their participation in such meetings. Under extreme and emergency conditions when it is necessary for representatives of the Association to schedule meetings during the school day in order to prepare for negotiations, not more than four (4) such representatives at one time will, upon notice to the Superintendent of Schools by the President of the Association, be released as necessary in order to permit participation in such meetings provided, however, that their salary will be reduced by the cost to the Committee of employing necessary substitutes. When it is necessary, pursuant to Article III (Grievance Procedure) for a School representative, member of PR & R Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, he will, upon notice to his principal or immediate superior and to the Superintendent by the Chairman of the PR & R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

- C. Administrators will be entitled to full rights of citizenship, and no religious or political activities of any administrator or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such administrator. Such activities will be consistent with the stated code of ethics of the teaching profession.
- D. The Committee will, upon request, provide the Association with any documents or other available information which may be necessary for the Association to process grievances under this Agreement.
- E. The Association will be provided with copies of minutes of official Committee meetings and all other official printed materials that are distributed to the Committee at official meetings as soon as possible after such meetings.

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

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

such other actions as may be necessary in order to give full force and effect to the provisions of this Agreement.

ARTICLE XXX
MANAGEMENT RIGHTS

The exercise by the Committee, Superintendent and Principals of any of the following rights shall not alter any of the specific provisions of this Agreement; nor shall they be used to discriminate against any member of the bargaining unit.

The parties agree that the operations of the School Department of Westfield, the supervision of the employees and of their work are the rights of the Committee, its Superintendent and Principals alone. Accordingly, subject to the provisions of this Agreement and MGLA 150-E, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules, the determination of what and where duties will be performed; and of employee competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of employees for just cause without discrimination, are rights of the Committee in determining policy, the rights of the Principals with the approval of the Superintendent in all operational matters including the discipline of staff.

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

ARTICLE XXXI
NO-STRIKE CLAUSE

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

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

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

ARTICLE XXXII

Reserved.

ARTICLE XXXIII
EVALUATION OF STAFF

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

ARTICLE XXXIV
LONGEVITY PAY

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

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

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

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

ARTICLE XXXV
STANDING CURRICULUM COMMITTEES

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

ARTICLE XXXVI
AUTOMOBILE VANDALISM

The Committee will, upon receipt of a documented claim and evidence of an insurance company payment, contribute a maximum of three hundred dollars (\$300) to offset the deductible costs incurred by the administrator of vandalism to the administrator's personal vehicle. The documentation must establish the vandalism act occurred while the administrator was on the job and executing the assigned duties of his/her job. A form/process will be developed within thirty (30) days of execution of the agreement.

ARTICLE XXXVII
DURATION CLAUSE

This Agreement will be effective July 1, 2013 and will continue and remain in full force and effect up to and including June 30, 2016, and shall thereafter automatically renew itself for successive terms of one (1) year each unless either party shall have given the other written notice on or after July 1, 2016, terminating the Agreement. Such notice shall be served at least forty-five (45) days prior to the actual termination. The actual termination shall be no earlier than September 15, 2016.

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

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

IN WITNESS WHEREOF, the parties of this Agreement have caused these presents to be executed by their agents hereunto duly authorized and their seals affixed hereto as of the 19th day of October, 2015.

WESTFIELD SCHOOL COMMITTEE

By: _____

Chairperson

WESTFIELD EDUCATION ASSOCIATION

By: _____

President

APPENDIX A

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

Effective January 1, 2014* - 1%

Year	Masters +45				
	Masters	Masters +30**	or CAGS	Masters +60	Doctoral
2	71,625	73,059	74,520	76,010	77,530
3	72,605	74,057	75,538	77,049	78,590
4	73,511	74,981	76,480	78,008	79,570
5	74,452	75,942	77,459	79,010	80,588
6	75,389	76,898	78,434	80,005	81,603
7	76,332	77,860	79,417	81,005	82,625
8	77,276	78,820	80,397	82,005	83,645
9***	81,207	82,831	84,486	86,175	87,899

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

Effective July 1, 2014* - 2.5%

Year	Masters +45				
	Masters	Masters +30**	or CAGS	Masters +60	Doctoral
2	73,416	74,885	76,383	77,910	79,468
3	74,420	75,908	77,426	78,975	80,555
4	75,349	76,856	78,392	79,958	81,559
5	76,313	77,841	79,395	80,985	82,603
6	77,274	78,820	80,395	82,005	83,643
7	78,240	79,807	81,402	83,030	84,691
8	79,208	80,791	82,407	84,055	85,736
9***	83,237	84,902	86,598	88,329	90,096

*Based on two hundred (200) working days

Effective July 1, 2015* - 2.5%

Year	Masters +45				
	Masters	Masters +30**	or CAGS	Masters +60	Doctoral
2	75,251	76,757	78,293	79,858	81,455
3	76,281	77,806	79,362	80,949	82,569
4	77,233	78,777	80,352	81,957	83,598
5	78,221	79,787	81,380	83,010	84,668
6	79,206	80,791	82,405	84,055	85,734
7	80,196	81,802	83,437	85,106	86,808
8	81,188	82,811	84,467	86,156	87,879
9***	85,318	87,025	88,763	90,537	92,348

*Based on two hundred two (202) working days

**Movement to Master's +30 not available for those hired after 12/11/2013.

***Movement to Step 9 not available for those hired after 12/11/2013.

APPENDIX B

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

Effective January 1, 2014* - 1%

Masters +45

Year	Masters	Masters +30**	or CAGS	Masters +60	Doctoral
1	77,733	79,288	80,873	82,492	84,143
2	78,751	80,324	81,933	83,572	85,242
3	79,765	81,361	82,989	84,649	86,342
4	80,783	82,397	84,044	85,725	87,442
5	81,786	83,422	85,091	86,794	88,530
6	82,800	84,456	86,146	87,867	89,627
7	83,809	85,487	87,196	88,940	90,721
8	84,823	86,518	88,248	90,014	91,814
9***	89,141	90,922	92,743	94,597	96,488

*Based on two hundred fourteen (214) working days

Effective July 1, 2014* - 2.5%

Masters +45

Year	Masters	Masters +30**	or CAGS	Masters +60	Doctoral
2	80,720	82,332	83,981	85,661	87,373
3	81,759	83,395	85,064	86,765	88,501
4	82,803	84,457	86,145	87,868	89,628
5	83,831	85,508	87,218	88,964	90,743
6	84,870	86,567	88,300	90,064	91,868
7	85,904	87,624	89,376	91,164	92,989
8	86,944	88,681	90,454	92,264	94,109
9***	91,370	93,195	95,062	96,962	98,900

*Based on two hundred fifteen (215) working days

Effective July 1, 2015* - 2.5%

Masters +45

Year	Masters	Masters +30**	or CAGS	Masters +60	Doctoral
2	82,738	84,390	86,081	87,803	89,557
3	83,803	85,480	87,191	88,934	90,714
4	84,873	86,568	88,299	90,065	91,869
5	85,927	87,646	89,398	91,188	93,012
6	86,992	88,731	90,508	92,316	94,165
7	88,052	89,815	91,610	93,443	95,314
8	89,118	90,898	92,715	94,571	96,462
9***	93,654	95,525	97,439	99,386	101,373

*Based on two hundred seventeen (217) working days

**Movement to Master's +30 not available for those hired after 12/11/2013.

***Movement to Step 9 not available for those hired after 12/11/2013.

APPENDIX C

Special Education Supervisors

Effective January 1, 2014* - 1%

Masters +45

Year	Masters	Masters +30**	or CAGS	Masters +60	Doctoral
2	73,071	74,528	76,020	77,540	79,091
3	74,065	75,548	77,058	78,600	80,172
4	74,989	76,487	78,019	79,578	81,169
5	75,949	77,467	79,017	80,596	82,210
6	76,906	78,443	80,013	81,611	83,244
7	77,869	79,424	81,014	82,633	84,286
8	78,825	80,403	82,010	83,650	85,324
9***	82,837	84,494	86,185	87,907	89,666

*Based on two hundred three (203) days

Effective July 1, 2014 - 2.5%

Masters +45

Year	Masters	Masters +30**	or CAGS	Masters +60	Doctoral
2	74,898	76,391	77,921	79,479	81,068
3	75,917	77,437	78,984	80,565	82,176
4	76,864	78,399	79,969	81,567	83,198
5	77,848	79,404	80,992	82,611	84,265
6	78,829	80,404	82,013	83,651	85,325
7	79,816	81,410	83,039	84,699	86,393
8	80,796	82,413	84,060	85,741	87,457
9***	84,908	86,606	88,340	90,105	91,908

*Based on two hundred four (204) days

Effective July 1, 2015 - 2.5%

Masters +45

Year	Masters	Masters +30**	or CAGS	Masters +60	Doctoral
2	76,770	78,301	79,869	81,466	83,095
3	77,815	79,373	80,959	82,579	84,230
4	78,786	80,359	81,968	83,606	85,278
5	79,794	81,389	83,017	84,676	86,372
6	80,800	82,414	84,063	85,742	87,458
7	81,811	83,445	85,115	86,816	88,553
8	82,816	84,473	86,162	87,885	89,643
9***	87,031	88,771	90,549	92,358	94,206

*Based on two hundred six (206) days

**Movement to Master's +30 not available for those hired after 12/11/2013.

***Movement to Step 9 not available for those hired after 12/11/2013.

APPENDIX D

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:

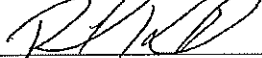
5. This Agreement shall constitute the whole of the Agreement between the City and the PEC. The Agreement may be modified only by a writing signed by the City and the PEC.

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:

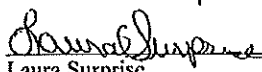


Daniel Knapik, Mayor


Public Employee Committee:



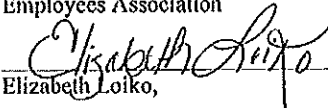
Michael Reuss,
Westfield Public School Custodian Association



Laura Surprise,



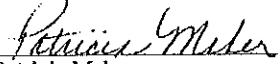
Mark Cressotti,
Westfield Professional Municipal
Employees Association

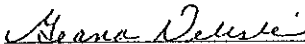


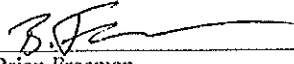
Elizabeth Loiko,

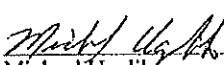
AFSCME Council 93, Local 346

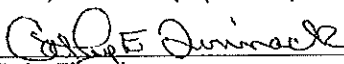

Lori Hovey,
Westfield Education Association

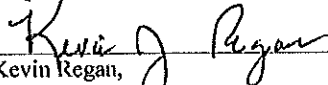

Patricia Maher,
Westfield Lunch Association

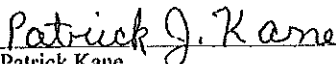

Geana Delisle,
Westfield Cafeteria Managers Association


Brian Freeman,
Westfield Patrol Officers Coalition (Patrolmen)


Michael Ugolik,
IBPO, Local 574S (Supervisors)



Cathy Zinnack,
Westfield Emergency Telecommunications
Dispatchers



Kevin Regan,
IAFF Local 1111

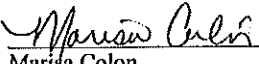

Patrick Kane,
Westfield Fire Department Supervisors
Association


IBEW AFL-CIO & CFL Local 455


Andrew Panas,
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

APPENDIX F

TEACHER/ADMINISTRATOR EVALUATION SYSTEM

**A PUBLICATION OF THE
WESTFIELD PUBLIC SCHOOLS**

For the purposes of this document, the term Educator refers to Administrator

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- (9) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
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- (26) General Provisions

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).

- iv) 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 1st 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 1st 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 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) 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 15th 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 15th 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)

Activity:	Completed By:
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

Activity:	Completed By:
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% or 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

MEMORANDUM OF AGREEMENT

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

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

FOR THE WESTFIELD SCHOOL COMMITTEE

CHAIRMAN

DATE: _____

FOR THE WESTFIELD EDUCATION ASSOCIATION

PRESIDENT

DATE: _____