

AGREEMENT

BETWEEN

THE HAMPDEN-WILBRAHAM EDUCATION ASSOCIATION

UNIT A

AND THE

SCHOOL COMMITTEE OF THE HAMPDEN-WILBRAHAM  
REGIONAL SCHOOL DISTRICT

July 1, 2017 - June 30, 2019

<b>AGREEMENT .....</b>	<b>1</b>
<b>PREAMBLE .....</b>	<b>1</b>
<b>RECOGNITION CLAUSE.....</b>	<b>2</b>
<b>MANAGEMENT RIGHTS.....</b>	<b>3</b>
<b>CONTINUITY OF OPERATIONS .....</b>	<b>4</b>
<b>GRIEVANCE PROCEDURE .....</b>	<b>4</b>
<b>POSTING OF VACANCIES AND ASSIGNMENT .....</b>	<b>7</b>
<b>EVALUATION .....</b>	<b>8</b>
<b>JUST CAUSE AND PERSONNEL FILES .....</b>	<b>9</b>
<b>WORKERS' COMPENSATION .....</b>	<b>9</b>
<b>EMPLOYMENT RELATED ASSAULT .....</b>	<b>10</b>
<b>REDUCTION IN FORCE.....</b>	<b>10</b>
<b>COUNSELORS AND DEPARTMENT CHAIRPERSONS.....</b>	<b>12</b>
<b>SALARIES .....</b>	<b>12</b>
<b>SUPPLEMENTARY COMPENSATION .....</b>	<b>12</b>
<b>CO-CURRICULAR ACTIVITIES - ATHLETICS .....</b>	<b>13</b>
<b>PROFESSIONAL DEVELOPMENT .....</b>	<b>14</b>
<b>INSURANCES .....</b>	<b>16</b>
<b>WORK DAY .....</b>	<b>17</b>
<b>WORK YEAR.....</b>	<b>18</b>
<b>PREPARATION TIME .....</b>	<b>19</b>
<b>TRANSPORTATION OF STUDENTS .....</b>	<b>19</b>
<b>MILEAGE REIMBURSEMENT .....</b>	<b>19</b>
<b>PAYROLL DEDUCTIONS .....</b>	<b>20</b>
<b>SABBATICAL LEAVE .....</b>	<b>22</b>
<b>LEAVE FOR LEGAL PROCEEDINGS .....</b>	<b>23</b>

<b>JURY DUTY .....</b>	<b>24</b>
<b>RELIGIOUS LEAVE.....</b>	<b>24</b>
<b>LEAVE DAYS.....</b>	<b>24</b>
<b>MISCELLANEOUS LEAVES .....</b>	<b>26</b>
<b>FUNERAL LEAVE.....</b>	<b>27</b>
<b>CHILDBEARING AND CHILDREARING LEAVE .....</b>	<b>27</b>
<b>MILITARY LEAVE .....</b>	<b>28</b>
<b>ASSOCIATION LEAVE .....</b>	<b>29</b>
<b>TEACHER FACILITIES .....</b>	<b>29</b>
<b>MISCELLANEOUS.....</b>	<b>29</b>
<b>SAVINGS CLAUSE.....</b>	<b>30</b>
<b>SCOPE OF AGREEMENT.....</b>	<b>30</b>
<b>DURATION.....</b>	<b>32</b>
<b>APPENDIX A - Unit A Teacher Salary Schedule 2017-18 1%.....</b>	<b>33</b>
<b>APPENDIX A - Unit A Teacher Salary Schedule 2018-19 2%.....</b>	<b>34</b>
<b>APPENDIX B - UNIT A SALARIES.....</b>	<b>35</b>
<b>APPENDIX B - SUPPLEMENTAL COMPENSATION.....</b>	<b>37</b>
<b>APPENDIX C - PROMISSORY NOTE.....</b>	<b>40</b>
<b>APPENDIX D – TEACHER EVALUATION .....</b>	<b>41</b>
<b>JOB SHARING .....</b>	<b>63</b>
<b>MEMORANDUM OF AGREEMENT .....</b>	<b>64</b>
<b>LETTER OF AGREEMENT.....</b>	<b>65</b>
<b>SIDE LETTER .....</b>	<b>66</b>

## **AGREEMENT**

**THIS AGREEMENT** made and entered into at Wilbraham, Massachusetts on this 1<sup>st</sup> day of July, 2017 by and between the Hampden-Wilbraham Regional School Committee hereinafter designated and referred to as the Committee and the Hampden-Wilbraham Education Association hereinafter designated and referred to as the Association, which is an employee organization acting as the agent of certain of the Professional Employees in the employ of the Committee.

### **WITNESSED**

**WHEREAS** the Committee and the Association, in the manner and to the extent provided in this Agreement, desire to enter into an agreement relating to salaries and other conditions of employment for the Professional Employees described in this Agreement.

**NOW THEREFORE** in consideration of the mutual agreements herein contained and the performance by the Parties to this Agreement of the provisions and obligations hereinafter set forth, the Committee and the Association, for itself and on behalf of the Professional Employees, hereby mutually and jointly agree as follows:

### **ARTICLE I PREAMBLE**

PARAGRAPH 10. Recognizing that the establishment and maintenance of the highest possible educational and professional standards are essential to the community and the national interest and that the legitimate and mutual interests of the students and the Professional Employees are directly related to the quality and efficiency of the school program operated by the Committee, it is the intent and purpose of the Parties to this Agreement to provide orderly collective bargaining relations between the Committee and the Association, to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time, to provide for the implementation, in the manner and to the extent provided in this Agreement of the rights and benefits of the Professional Employees and to provide for the performance of their work by the Professional Employees in a conscientious and skillful manner which will promote and assure the quality, continuity and efficiency of the operation of the Hampden-Wilbraham Regional School District.

PARAGRAPH 11. The Committee, the Association and the Professional Employees, through the Association, recognize and accept the duty to cooperate fully, faithfully, individually and collectively in adherence to the provisions of this Agreement. For the purpose of achieving the objectives expressed in Paragraph 10, each Professional Employee pledges that he/she will cooperate with the Committee in pursuing excellence of professional standards and methods, aiding and encouraging reliable attendance, exercising exemplary conduct and assisting in compliance with and the enforcement of the policies, procedures, regulations and standards prescribed by the Committee, which are not contrary to the provisions of this Agreement.

PARAGRAPH 12. Except when otherwise specifically provided, references in this Agreement to numbered Articles and Paragraphs refer to correspondingly numbered Articles and Paragraphs in this Agreement. When they appear in this Agreement, the term "Teacher," the term "Professional Employee" and the term "Employee" may be applied interchangeably.

## **ARTICLE II RECOGNITION CLAUSE**

PARAGRAPH 20. Subject to the terms and provisions hereinafter provided and in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Committee, during the term of and to the extent provided in this Agreement, recognizes the Association as the exclusive collective bargaining representative with respect to salaries, wages and conditions of employment for the Professional Employees employed by the Committee in the bargaining unit described as Unit A as follows:

### Unit A

All Classroom Teachers, Guidance Counselors, Adjustment Counselors, Drug and Alcohol Counselor, Department Heads, Art, Language Arts, Physical Education and Science Coordinators; Head Teachers, Librarians, School Nurses, Teachers of Special Subjects, Therapists, Co-curricular Personnel employed as Teachers, School Psychologists, Part-time Teachers employed for a full school year, Morning Substitute Scheduler, Guidance Director, Audio Visual Media Director, Administrative Assistant, excluding the Superintendent, the Assistant Superintendent, the Director of Business Services, Principals, Assistant Principals, Director of Student Services, Athletic Director, Director of Community Education, employees in Unit B, and all other employees in the employ of the Committee. The term "Professional Employees" shall include all the employees in the bargaining unit described in this paragraph. Except as otherwise specifically provided in this Agreement and except when the Association is notified otherwise in writing, the Committee designates the Superintendent of Schools or his/her designee as the agent of the Committee with respect to all matters pertaining to the administration of the provisions of this Agreement. The provisions of this paragraph are intended only to describe the Professional Employees covered by this Agreement and not any particular work and all references to a Professional Employee or Employees in this Agreement shall be deemed to include male and female employees as the case may be.

PARAGRAPH 21. The Committee and the Association agree that the provisions of this Agreement shall be applied without regard to race, color, religious creed, sex, national origin or sexual orientation and that they will not during the term of this Agreement nor at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline, discrimination or penalty against any Professional Employee who engages or who does not engage in lawful Association activities.

PARAGRAPH 22. The Association enters in this Agreement on its own behalf and as the collective bargaining representative of the employees in the bargaining units as provided in Paragraph 20.

### **ARTICLE III MANAGEMENT RIGHTS**

PARAGRAPH 30. The Committee and the Association, for itself and as the representative of the Professional Employees, agree that the right and responsibility to operate and manage the Public Schools in the District, the right to select and direct the work of the employees and the right to control the use of its properties and facilities are vested exclusively in the Committee. These rights include without being limited to the right to maintain the Public Schools and such other educational activities as in the judgment of the Committee will best serve the interests of the District; to control, determine and change the extent to which the properties and facilities under the control of the Committee shall be constructed, remodeled, located, operated, maintained, increased or decreased; to determine and change the number and the qualifications of the pupils to attend each school and to make such provisions as will enable each pupil residing in the District to attend school for the period required by law; to determine and change the methods and quantity of transportation facilities for the pupils of the District; to determine, supervise and change all matters pertaining to the transfer of funds, accounting, budget, economic and financial policies and procedures, community relations and the organization of the supervisory staff and the Professional Employees; to determine from time to time and to change the curriculum and textbooks; to determine from time to time and change the policies and regulations governing the arrangement, the contents and the operations of the libraries; to employ, assign, transfer and promote Professional Employees and to suspend or dismiss employees in the manner provided by law and consistent with the terms of this Agreement; to control and change work and experimental programs and to select, test, train and determine the ability and qualifications of the employees; to introduce, operate and change new or improved methods, facilities, processes or techniques; to promulgate, distribute, modify and enforce policies and regulations governing studies, conduct, discipline, operating procedures and safety regulations; to limit Association activities, the distribution of literature and solicitation for money or other purposes during working hours and on the premises under the control and supervision of the Committee; to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; to determine, establish and change any form of employee benefits in excess of and in addition to those provided in this Agreement and all other rights pertaining to the operation and management of the business and the affairs of the District and the establishment and change of conditions of employment not specifically given in this Agreement to the Association or to the employees. The failure by the Committee to exercise any of the rights as provided in this Paragraph shall not be construed as a waiver of these rights. The Association and the employees agree that nothing contained in this Agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent and the legal right of the Committee to operate the Public Schools in the District with maximum efficiency or of the unrestricted right of the Committee to control, direct and make changes in the business and the affairs of the District provided, however, that none of these rights shall be exercised by the Committee contrary to any specific provision of this Agreement. The exercise by the Committee of any of the rights as provided in this Paragraph shall not be subject to the grievance procedure or to arbitration as provided in Article V except when such action by the Committee is contrary to a specific provision of this Agreement.

**ARTICLE IV  
CONTINUITY OF OPERATIONS**

PARAGRAPH 40. The Association and the Professional Employees agree that during the term of this Agreement they will not for any reason directly or indirectly cause, encourage, induce, threaten or engage in any work stoppage, slowdown, strike, withholding of services or any interference with the operations or any of the functions of the Committee or of the Hampden-Wilbraham School District.

PARAGRAPH 41. The Association recognizing and accepting its responsibility under the terms of this Agreement, agrees that in the event any Professional Employee or Employees engage in any of the prohibited conduct described in Paragraph 40, the Association shall promptly make a good faith effort to bring about immediate compliance with the provisions of this article by any Professional Employee who engages in conduct contrary to the provisions of this article.

PARAGRAPH 42. A Professional Employee who engages or participates in any of the prohibited conduct described in Paragraph 40 shall, at the discretion of the Committee, be subject to disciplinary action, including reprimand, suspension or discharge and such action if taken by the Committee, shall not be subject to the grievance procedure or arbitration as provided in Article V provided, however, that the fact of the participation of the Professional Employee in such prohibited conduct shall be subject to the grievance procedure and to arbitration.

**ARTICLE V  
GRIEVANCE PROCEDURE**

PARAGRAPH 50. The Committee and the Association, for itself and as the representative of the Professional Employees agree that the exclusive method for the processing and settlement of a grievance as defined in this Paragraph shall be in accordance with the grievance and arbitration procedure described in this Article. A grievance is defined as a claim or a dispute between a Professional Employee or the Association and the Committee which involves the interpretation, meaning, application of, or compliance with the provisions of this Agreement or any amendment or supplement thereto. The Committee and the Association agree to observe and follow the procedure prescribed in this Article and that any determination or decision which shall be made in accordance with said procedure shall be binding upon the Committee, the Association and the Professional Employees.

PARAGRAPH 51. Nothing in this Article will be construed as limiting the right of a Professional Employee to discuss informally a possible or a potential grievance with his/her immediate supervisor.

PARAGRAPH 52. A grievance as defined in Paragraph 50 and otherwise subject to this Agreement shall be processed in accordance with the following procedure:

- (1) Step No. 1 - The grievance shall be filed in the form of a written memorandum with the Principal of the school at which the employee is assigned and thereafter there shall be a prompt discussion of the grievance between the aggrieved employee and the Principal or his/her designee at which a representative of the Association may be present and participate. A

grievance which is not presented within twenty (20) working days after the occurrence or the knowledge of the alleged cause of the grievance shall be deemed to have been waived. The Principal shall advise the aggrieved employee and/or the Association in writing of the decision concerning the grievance within five (5) working days after the grievance was presented.

- (2) Step No. 2 - In the event that a grievance is not settled in Step No. 1, the aggrieved employee or the Association may within fifteen (15) working days after the date of the decision in Step No. 1 submit the grievance in writing to the Superintendent of Schools or his/her designee. The written grievance shall state the available facts concerning the alleged grievance, the provision or provisions of this Agreement allegedly violated and the relief desired. Within ten (10) working days after the receipt of the written grievance, there shall be a discussion with respect to said grievance between the aggrieved employee and/or the Association and the Superintendent or his/her designee. Within five (5) working days after the conclusion of the discussion as provided in this Step No. 2, the Superintendent shall advise the aggrieved employee and the Association in writing of the decision concerning said grievance.
- (3) Step No. 3 - In the event that a grievance is not settled in Step No. 2, the aggrieved employee or the Association may within ten (10) working days after the date of the decision in Step No. 2 submit the employee's grievance in writing to the Chairperson of the Committee. A meeting will be held at the Committee level, with a majority of the Committee present, within twenty (20) working days from the submission of the grievance to the Chairperson of the Committee. The Association shall be notified of the date of such meeting. The Committee will render its decision to the Association and the grievant in writing within fifteen (15) days after said meeting.

A grievance concerning an action or decision which is within the authority of the Superintendent or Administration under the Education Reform Act of 1993 shall bypass Step No. 3 (School Committee Level) and proceed directly to arbitration. The Superintendent shall notify the School Committee should a grievance concerning an action or decision within the authority of the Superintendent or administration bypass the School Committee pursuant to this paragraph. In the event, the notification may be of a general nature and may be in the form determined by the Superintendent.

By mutual agreement in writing between the Committee and the Association, two (2) or more separate current grievances otherwise subject to this Agreement which involved the same matter or question and which affect a group or a class of employees may upon the written request to the other Party by the Committee or by the Association be consolidated and processed as a single grievance provided, however, that such procedure shall be subject to all the provisions of this Article.

PARAGRAPH 53. In the event that a grievance is not settled after the completion of the grievance procedure prescribed in Paragraph 50, the grievance may be subject to all the provisions of this Article.

- (a) The request for arbitration may be made by the Association or by the Committee by notification in writing to the other Party within ten (10) working days after the date of the final determination under the grievance procedure as provided in Step No. 3 in Paragraph 52.

- (b) Within ten (10) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the American Arbitration Association for the appointment of an arbitrator and a copy of said request shall be simultaneously mailed to the other Party, unless during the said ten (10) day period, the Committee and the Association mutually agree upon an arbitrator.
- (c) The request for arbitration shall state the provision or provisions of this Agreement on which the grievance is based and shall state the remedy or the relief sought by the Party requesting arbitration.
- (d) The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and shall not have any authority to establish salaries or other forms of compensation nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator may not award back pay or any other form of compensation beginning earlier than ten (10) days prior to the filing of the written grievance as provided in Step No. 2 in Paragraph 52. The arbitrator shall have the authority to enjoin violations of this Agreement and to award compensatory and other damages.
- (e) The arbitrator shall mail his/her written decision simultaneously to the Committee, to the Association and to the aggrieved employee within fifteen (15) days after the final submission. The decision by the arbitrator shall be final and conclusively binding upon the Committee, the Association and the aggrieved employee.
- (f) The expense of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

PARAGRAPH 54. By mutual agreement in writing between the Committee and the Association, a grievance otherwise subject to the grievance procedure as provided in Paragraph 50 and Paragraph 51 and otherwise subject to this Agreement may be initiated at Step No. 2 of the grievance procedure or directly submitted to arbitration as prescribed in Paragraph 53. As provided in General Laws Chapter 150E, Section 8 and Chapter 71, Section 42, grievances concerning the suspension or dismissal of a professional status employee shall be processed in only one (1) forum by the employee.

PARAGRAPH 55. Except where an extension of time has been sought and obtained, in the event of the failure by either the Committee, the Association or an aggrieved employee to comply with the time limitations provided in this Article, the grievance shall be deemed to have been withdrawn or affirmatively accepted, as the case may be. The Committee, the Association and the employees agree not to unreasonably withhold assent to the request by one of the other Parties for a reasonable extension of time limitations provided in this Article.

PARAGRAPH 56. Except as may be required to implement the disposition of the grievance, all documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the aggrieved employee makes a request in writing to the contrary.

**ARTICLE VI**  
**POSTING OF VACANCIES AND ASSIGNMENT**

PARAGRAPH 60. Notice of vacancy in a professional position covered by this Agreement will be posted in each school building as far in advance of the appointment date as possible. The qualifications for the position, an outline of the required duties and the compensation in accordance with the salary schedule established in the Agreement will be included as part of the notice. During the months of July and August, a copy of the notice of vacancy will be Emailed to the President of the Association by the Superintendent of Schools or his/her designee, a copy of the notice of vacancy will also be posted at the Superintendent's office and on official "website" maintained by the Hampden-Wilbraham Public Schools.

PARAGRAPH 61. Teachers employed in the Hampden Wilbraham Regional Schools will be given the opportunity to apply for open professional positions. Employment interviews will be conducted with teachers who are qualified for the open professional positions and who make a written request for such interview prior to the expiration of the posting period. Under normal circumstances positions will be posted for ten (10) business days. Positions may be posted for a shorter duration of no fewer than five (5) business days, provided proper notice is made to the HWEA. In selecting an applicant to fill a vacancy as provided in this Article, the Principal and Superintendent will give consideration to the professional competence and attainment, the length of employment in the Regional School District (and by the schools which together constitute the Regional School District) in a professional position covered by this Agreement, and the ability of the candidates to meet the qualifications of the posted professional position.

PARAGRAPH 62. Each teacher will be notified in writing of changes in his/her program for the coming school year, the school or schools to which s/he will be assigned, the grade and subject or courses s/he will teach and any special or unusual classes s/he will have as soon as practicable and under normal circumstances by June 15, but in any event not later than the teacher's last work day, to the extent possible.

PARAGRAPH 63. If it is necessary to assign a teacher to more than one (1) school building, every effort will be made to minimize the amount of travel. Sufficient time will be included for travel in the teacher's schedule without reduction in individual preparation and lunch times. Teachers who travel between buildings in the course of their assigned duties will be eligible for mileage reimbursement per the rate established by the Internal Revenue Service.

PARAGRAPH 64. Teachers desiring a transfer will so notify the Superintendent no later than March 1 for a transfer to take effect the following school year. Each transfer request will be acknowledged in writing, and if the transfer is not approved, the reason, if requested, will be provided in writing. A transfer request not acted upon by the fourth Monday in August will expire at that time.

PARAGRAPH 65. If any involuntary transfer is necessary, the teacher will receive notice of transfer as soon as possible. In selecting a teacher for transfer, consideration will be given to the teacher's area of competence, his/her major and minor field of study, length of employment in the Regional School District (and by the schools which together constitute the Regional School District) in a professional position covered by this Agreement, and the needs of the School District. Prior to any

involuntary transfer, the Superintendent and/or designee will meet to discuss the reasons for the transfer and any relevant details about the new position.

PARAGRAPH 66. A selection by the Superintendent or his/her designee and Principal to fill a vacancy in a professional position as provided in this article shall not be subject to arbitration as provided in the grievance and arbitration provision of this Agreement. However, the issue of whether there has been compliance with the procedural provisions of this Article shall be subject to the grievance procedure and to arbitration.

## **ARTICLE VII EVALUATION**

PARAGRAPH 70. The teaching performance of a Teacher will be observed openly and with the knowledge of the teacher. No adverse comments shall be made to a Teacher in the presence of pupils, parents or other Non-Supervisory Teachers.

PARAGRAPH 71. Teacher evaluations will be performed according to the "Hampden-Wilbraham Regional School District - Teacher Evaluation," attached as Appendix D. Prior to any modification of the evaluation procedures or performance standards, all applicable bargaining obligations will be met, and any resulting agreements will be ratified by the parties. All personnel will be evaluated by the Principal or his/her designee. It is recognized, however, that the role of the Department Head, with respect to evaluation, will not be expanded beyond its current level.

PARAGRAPH 72. An Evaluation Report (per Massachusetts DOE regulations) of the teaching performance of each Teacher shall be completed by the Building Principal or administratively licensed designee . A Teacher shall have the opportunity to review and discuss each report with the observer. Following such discussion, the Teacher shall acknowledge that he/she has reviewed the report with the observer by affixing his/her signature to the file copy of said report subject to the understanding that the signature by the Teacher does not indicate is/her agreement with the contents of said report. Nothing in this Article shall in any way limit or restrict the right of the Supervisory and Administrative Personnel to make such informal classroom visits, as they desire to make, nor shall such informal visits require an observation report.

PARAGRAPH 73. In the manner and to the extent provided in this Paragraph, a Teacher shall be given a copy of his/her annual Evaluation Report, and he/she shall have the opportunity to discuss said report with his/her Principal. Following such discussion, the Teacher shall acknowledge that he/she has received a copy of his/her Evaluation Report and that he/she has discussed said report with his/her Principal by affixing his/her signature to the file copy of the report subject to the understanding that the signature by the Teacher does not necessarily indicate his/her agreement with the contents of the report. In the event of an unfavorable Evaluation Report, the Teacher shall have the right to present to the Superintendent or his/her designee a written statement of his/her disagreement with said Report and his/her statement, if presented, shall be attached to the file copy of the Evaluation Report.

**ARTICLE VIII  
JUST CAUSE AND PERSONNEL FILES**

PARAGRAPH 80. No teacher with professional status shall be reprimanded either orally or in writing, suspended, demoted, or discharged except for just cause. This paragraph shall not apply to a teacher without professional status.

PARAGRAPH 81. Any person, who wishes to register a complaint against a teacher, will be directed to put the complaint in writing. All written complaints shall be brought promptly to the attention of the Teacher concerned. At the request of the Teacher, s/he will be given a copy of said complaint and s/he shall have the right to file with the Superintendent or his/her designee an answer in writing. His/her answer, if filed, shall be reviewed by the Superintendent or his/her designee and the Teacher's answer to a complaint shall be attached to the file copy of the complaint. Nothing in this Article shall in any way limit or restrict the right of the Supervisory and Administration Personnel to make such informal classroom visits as they desire to make nor shall such informal visits require an Observation Report.

PARAGRAPH 82. In the manner and to the extent provided in this paragraph and upon written request delivered to the Superintendent or his/her designee, a Teacher shall have the right, at a time mutually convenient to the Teacher and to the Superintendent or his/her designee, to review the contents of his/her personnel file. A representative of the Superintendent or his/her designee may be present during any review of his/her personnel file by the employee. The Teacher shall acknowledge that s/he has had the opportunity to review the contents of his/her personnel file as provided in this paragraph by affixing his/her signature to a memorandum to that effect, subject to the understanding that the signature by the Teacher on said memorandum does not necessarily indicate his/her agreement with the contents of his/her personnel file. Upon the request by a Teacher to the Superintendent or his/her designee, the Committee will furnish to the Teacher one copy of the contents of his/her personnel file. On a single occasion said copy will be furnished without cost to the Teacher. The Teacher shall acknowledge the receipt of such copies by affixing his/her signature to a memorandum to that effect.

**ARTICLE IX  
WORKERS' COMPENSATION**

PARAGRAPH 90. In the manner and to the extent provided in this Article, a Professional Employee who is unable to work because of an occupational illness or injury incurred in the course of his/her work as an employee of the Committee which is acknowledged by the Committee's Insurance Carrier as compensable under the Massachusetts Workers' Compensation Law shall, upon notice to the Committee as soon as possible after the occurrence of said injury, receive only the difference between his/her current salary and the amount he/she received as workers' compensation. Such difference shall be charged to accumulated sick pay and shall not exceed the difference between the daily workers' compensation benefits and the employee's daily pay.

**ARTICLE X  
EMPLOYMENT RELATED ASSAULT**

PARAGRAPH 100. Professional Employees shall immediately deliver to the Office of the Superintendent or his/her designee a report in writing of all instances of assault upon them during the course of their employment. The report of an assault shall be forwarded to the Superintendent or his/her designee and the Superintendent or his/her designee will comply with a request by the employee involved which it considers to be reasonable, for information in its possession which, in the opinion of the Superintendent or his/her designee is not confidential or legally restricted, relating to the incident or the persons involved in the assault. In the manner and to the extent it considers appropriate and reasonable, the Superintendent or his/her designee will act as liaison between the employee, the police and the courts in a matter arising under the provisions of this Paragraph.

PARAGRAPH 101. Professional employees shall be eligible for indemnification to the extent and in the manner provided by Chapter 258 of the Massachusetts General Laws.

**ARTICLE XI  
REDUCTION IN FORCE**

PARAGRAPH 110. In the event that it becomes necessary to reduce the number of employees in the bargaining unit defined in Article II of this Agreement due to budgetary shortfall, reorganization or declining enrollment, the reduction in force will be implemented according to the following principles and procedures:

PARAGRAPH 111. Notification of a reduction will be made to all affected teachers not less than sixty (60) calendar days prior to the effective date of layoff.

PARAGRAPH 112. Pursuant to the provisions of Chapter 71, Section 42, no employee who has attained professional teacher status as defined in Section 41 will be laid off if there is employed anywhere within the Regional School District a teacher without such status for whose position the covered employee is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified.

PARAGRAPH 113. An employee who has attained professional teacher status whose position is eliminated shall be transferred to any vacant position within the school district for which s/he is certified and qualified. If no such vacancy exists, the employee who has attained professional teacher status whose position is eliminated, and who does not otherwise qualify to displace a non-PTS teacher or less qualified teacher pursuant to paragraph 112, shall have the right to displace a less senior teacher with professional teacher status so long as the more senior teacher is currently certified pursuant Section 38G and is at least qualified for the position as the junior teacher holding the position. The criteria for determining a qualified teacher under this paragraph shall include as primary factors indicators of job performance and the best interests of students as determined by utilizing one teacher's past summative overall evaluation ratings as compared to the other teacher's past summative overall evaluation rating, with a conclusion that the plan has been satisfactorily completed in the case of evaluations prior to 2014-2015, and the ratings of Proficient and Exemplary being considered equal. The number of summative

evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher being compared. If there is a tie using the above criteria the tie shall be broken by seniority, with the least senior teacher being compared being laid off first.

PARAGRAPH 114. An employee with professional teacher status who is laid off pursuant to this Article shall be entitled to recall in reverse order of layoff as positions develop for which s/he is certified and qualified for a period which will terminate on the first day of the second school year following the effective date of layoff. Notice of recall shall be made by registered mail to the last known address of record, and failure to respond to or to accept an offer of recall to an equivalent position within ten (10) business days shall terminate all recall rights under this Article, unless such failure is for good cause acceptable to the Superintendent of Schools or his/her designee. During the recall period, the employee may, if s/he so chooses, work as a substitute as such work becomes available.

In addition, the employee shall be eligible for inclusion in the school District's group insurance programs if the employee so elects, and if the employee assumes responsibility for the payment of one hundred percent (100%) of the current group rates.

PARAGRAPH 115. An employee who is recalled during the recall period shall be re- employed with all rights and benefits in effect as of the time of lay-off.

PARAGRAPH 116. For the purpose of this Article, the following definitions will be used:

- (1) Seniority shall mean the employee's latest date of hire in the Hampden- Wilbraham Regional School District or in each of the districts which regionalized to constitute the Hampden- Wilbraham Regional School District. No employee will accrue seniority for any period of less than fifty percent (50%) employment; employees with fifty percent (50%) or greater employment will accrue seniority on the same basis as a full time employee. No seniority shall accrue for an unpaid leave of absence greater than ninety (90) days. Cases of identical seniority will be resolved in favor of the employee with the highest earned degree. If that is not sufficient to break the tie, then the tie will be resolved in favor of the employee with the greatest number of approved credits. If the tie still remains unresolved, the parties agree to break the tie by lottery.
- (2) Certification shall mean that the employee has on file with the Superintendent's Office evidence that s/he processes the appropriate state subject area certification(s) for teaching positions, as defined pursuant to Chapter 71, Section 38G of the General Laws and by applicable Department of Education regulation, or that s/he is awaiting approval of a completed application for a new certification submitted to the Department of Education.
- (3) Qualified for purposes of placement in a vacant position in the event of a reduction in force as contemplated by paragraph 113 shall mean that the employee has on file with the Superintendent's office evidence of successful teaching experience in the relevant department, subject or grade and/or that the employee meets the qualifications for the position as established by the job posting for the position. When the determination of qualified is based upon a comparison of two teachers with professional teacher status, the determination shall be based upon the overall evaluation ratings as described above in paragraph 113.

PARAGRAPH 117. A list specifying the seniority and certification areas for all members of the bargaining unit will be transmitted to the Association within sixty (60) calendar days of the start of each school year. The Association will have a period of thirty (30) days to forward any necessary corrections to the Superintendent or his/her designee; the seniority list will then be considered final for that school year.

**ARTICLE XII  
COUNSELORS AND DEPARTMENT CHAIRPERSONS**

PARAGRAPH 120. Subject to the provisions of this Paragraph, the normal work year for the guidance counselors shall be no longer than five (5) days longer for Middle School counselors, ten (10) days longer for High School counselors, and twenty-five (25) days longer for the High School Guidance Director than the contractual one hundred eighty-five (185) day work year provided that all of the assigned and usual end-of-the-year duties are completed in a manner satisfactory to the Superintendent or his/her designee. The number of additional days shall be established annually by March 1 upon recommendation of the Principal and by approval of the Superintendent or his/her designee. An employee who works before or after the normal work year, as defined in Article XVIII, shall be paid, in addition to his/her annual salary as provided in Article VIII, a daily compensation of 1/185 of such annual base salary.

PARAGRAPH 121. Department Chairpersons will teach five (5) courses per year. Compensation shall be in accordance with the current contractual rate. Department Chairpersons will be appointed to two (2) year terms and the number of terms shall not be limited.

**ARTICLE XIII  
SALARIES  
(SEE APPENDIX A)**

- A. Effective at the start of the 2017/2018 school year, all steps on the Unit A Teachers Salary Schedule shall be increased by one percent (1%); and
- B. Effective at the start of the 2018/2019 school year, all steps on the Unit A Teachers Salary Schedule shall be increased by two percent (2%).

The above referenced increases shall be reflected in the attached salary schedules.

**ARTICLE XIV  
SUPPLEMENTARY COMPENSATION**

PARAGRAPH 140. Supplementary compensation scales are included as Appendix B of this contract.

PARAGRAPH 141.

**CO-CURRICULAR ACTIVITIES – ATHLETICS**

The Regional School Committee and the Association agree that the process established below shall govern the review of existing and the establishment of new co-curricular activities and athletic programs. Athletic programs and co-curricular activities may be conducted only after the following conditions have been met:

1. The principals of each school will submit a list of proposed new and continuing co-curricular activities and athletic programs to the Superintendent of Schools annually, not later than February 15 of the school year proceeding the school year in which the activity or program is to function.
2. The Superintendent will review the suggested co-curricular activities and athletic programs and will make recommendations to the School Committee no later than February 15.
3. If approved by the School Committee, vacancies in continuing co-curricular advisor positions and athletic coaching positions as well as newly-created co-curricular advisor or athletic positions will be posted for application by May or early June. Stipends for new advisor and coaching positions will be negotiated with the Association prior to posting.
4. The School Committee agrees to dedicate the amount of one thousand five hundred dollars (\$1,500.00), in addition to the amount needed to fund previously established co-curricular activities, for new co-curricular activities at the High School.
5. All co-curricular and athletic programs must be reviewed and approved according to the annual process established above. However, in rare circumstances, co-curricular activities may be submitted for review and approval during the school year. In that case, each new co-curricular activity must be reviewed and approved by the Principal, Superintendent and School Committee. Stipends will be negotiated with the Association, and positions posted when new co-curricular programs are approved during the school year.
6. Minimum standards for approval of a co-curricular program will be as follows:
  - A. The program will meet regularly during the school year or season of competition.
  - B. The program will hold meetings that are publicized and that are of benefit to students.
  - C. The program will maintain an active membership of at least five (5) students throughout the period of activity.
  - D. The program will require at least twenty (20) hours of advisor time, including prep time, meetings and administrative activities.
  - E. Co-curricular programs with higher advisor compensation will be more complex to manage, meet more frequently and have more participants.

**ARTICLE XV**  
**PROFESSIONAL DEVELOPMENT**

PARAGRAPH 150. Professional Development Instructors may elect to receive compensation at the rates described below or professional development credit hours in the manner described in Paragraph 152. Compensation for instructors for Professional Development will be paid at the rate of sixty (\$60.00) dollars per teacher approved for instruction per hour for presentation time outside of the school day. For instruction during the regular workday, the rate will be forty (\$40.00) dollars per hour for planning time, not to exceed the length of the workshop. Conveners of study groups will receive professional development credits to the maximum extent permitted by Department of Education Regulations. Pre-approved curriculum development activities will be paid at a rate of twenty-nine and 50/100 (\$29.50) dollars per hour.

PARAGRAPH 151. Individual teacher participation in the District Professional Development Program, whether as a provider or course participant will be strictly voluntary. Participation will not be considered the exclusive means to achieve professional development objectives.

PARAGRAPH 152. Salary increments for Professional Employees, including nurses, are not automatic and they will be approved only when in the opinion of the Committee an otherwise eligible Professional Employee has demonstrated a continued high standard of professional performance in his/her work. Increments on the Salary Schedule for all Professional Employees shall require a vote by the Committee upon the recommendation of the Superintendent or his/her designee. To qualify for an increment on the Salary Schedule, a Professional Employee, excluding nurses, shall file with the Superintendent or his/her designee a valid record of credits in accordance with the terms listed below satisfactory to the Superintendent or his/her designee earned during each three (3) year period of employment by the Committee.

Column movement on salary schedule at each level will require a combination of a minimum of nine (9) college and maximum of six (6) professional development credits [each fifteen (15) hours of professional development training = 1 (one) credit in a pre-approved program. When multiple activities are combined for credit, each individual activity must be of at least five (5) hours in duration. All professional development credit hours directed toward salary advancement must be accrued outside of the contractual work day or work year. Teachers engaged in District approved professional development activities will receive PDPs for recertification to the maximum extent permitted by the Department of Elementary and Secondary Education.

These credits may be allowed for:

- (1) the completion of a college course or courses at the graduate level, except that the graduate level may be waived by the Superintendent or his/her designee, or
- (2) participation in a pre-approved District study group, task force, pilot group, planning team, or project, or
- (3) the completion of training pre-approved professional development activity supportive of District or school Improvements Plans and completed outside of the contractual work day or work year, or

- (4) hours committed teaching an in-service course, if the employee elects to receive credit hours instead of compensation described in Paragraph 150, or
- (5) year-long membership in PTO, Curriculum Planning Council, Technology Planning Team, School Improvement Council, Teacher/Student Assistant Team, or other school or District planning team provided that the college course or courses under Subparagraph (1) is or are authorized by the Superintendent or his/her designee and completed to the satisfaction of the college or the university and all courses taken under Subparagraph (1) must be at colleges or universities accredited by the Regional Accrediting Association or specifically approved by the School Committee and provided further, that the methods of obtaining credits have been authorized by and completed to the satisfaction of the Superintendent or his/her designee. To qualify for a credit or credits as provided in this paragraph, the work by the Professional Employee leading to said credit or credits shall, in the opinion of the Superintendent or his/her designee, accrue an advantage or a benefit to the Hampden-Wilbraham Regional School District.

Teachers who receive reimbursement for tuition payments under this paragraph will be required to sign the promissory note attached to this Agreement as Appendix C. The parties acknowledge that the Hampden-Wilbraham Education Association assumes no financial liability for or responsibility for enforcement of this provision; said responsibility residing exclusively with the Hampden-Wilbraham Regional School Committee.

PARAGRAPH 153. Only credits taken after the date of receipt of a Master's Degree shall be applicable to Salary Schedule M+15, M+30, M+45, 2nd M and CAGS, and CAGS+15, except for credits received for participation in an approved individual or group project, research or study, or the completion of in-service training course subject to the conditions as specified in paragraph 152.

PARAGRAPH 154. A Professional Employee who desires to pursue additional studies to qualify for advancement on the Salary Schedule shall present to the Superintendent or his/her designee in writing a proposed program or course of advanced studies. Within seven (7) working days following the receipt of the proposed program, the Superintendent or his/her designee shall approve the program or course or indicate to the employee the changes in said program or course which will make it acceptable. Only bona fide degree programs or studies which in the opinion of the Superintendent or his/her designee significantly contribute to the quality of knowledge in special subject areas or related teaching skills in general will be approved by the Superintendent or his/her designee for the purpose of advancement on the Salary schedule. Except as otherwise authorized by the Superintendent or his/her designee, professional employees shall not be reimbursed for credit studies leading to more than six (6) credits in any year (July 1 – June 30). Salary advancements based upon professional improvement shall become effective during the months of September and February. Transcripts shall be delivered to the Superintendent or designee between August 31<sup>st</sup> and October 31<sup>st</sup> to qualify for movement in September. Transcripts shall be delivered to the Superintendent or designee between February 1<sup>st</sup> and March 1<sup>st</sup> to qualify for movement in February. No transcripts will be accepted after the above-referenced dates. Staff must notify the Superintendent in writing no later than January 1<sup>st</sup> of the fiscal year preceding the salary advancement, if anticipating movement on the Salary Schedule. Failure to provide such notification in a timely manner will result in the employee waiting an additional year for salary

advancement. (For example, an employee who anticipates column movement in September 2003, must notify no later than January 1, 2003. An employee who anticipates column movement in February 2004, must notify no later than January 1, 2003.

This Agreement will be effective for anticipated column movements in September 2002 and February 2003, with a notification date to the District of no later than January 1, 2002.

PARAGRAPH 155. Upon the presentation to the Superintendent or his/her designee of evidence of the payment of the full tuition and the course record card showing a grade of "A" or "B" for the work completed, the Committee will reimburse a Professional Employee in an amount not to exceed two hundred fifty dollars (\$250.00) per credit hour of the tuition for a professional improvement course, which has been approved in advance by the Superintendent or his/her designee. If a course or courses approved by the Superintendent or his/her designee is offered only on a "Pass-Fail" basis, the Committee will reimburse the Professional Employee for a "Pass" grade in such course or courses. However, if the Professional Employee elects to take a course or courses on a "Pass-Fail" basis, such remuneration will not be paid.

PARAGRAPH 156. Teachers will be required to reimburse the School District for tuition payments if the Teacher voluntarily leaves within two (2) years of taking college course work. Severance agreements will be reduced by the amount of tuition reimbursed to employees who leave voluntarily within two (2) years of taking a course(s) for which reimbursement has been made. This paragraph applies only to individuals who voluntarily sever their employment. For the purposes of this paragraph, the time period shall be defined as the two (2) year (twenty- four [24] month) period immediately preceding the effective date of termination of employment.

Teachers who receive reimbursement for tuition payments under this paragraph will be required to sign the promissory note attached to this Agreement as Appendix C. The parties

acknowledge that the Hampden-Wilbraham Education Association assumes no financial liability for or responsibility for enforcement of this provision; said responsibility residing exclusively with the Hampden-Wilbraham Regional School Committee.

## **ARTICLE XVI INSURANCES**

PARAGRAPH 160. Upon the request of a Professional Employee, the Committee will enter into an agreement with said employee to reduce the amount of his/her salary to the extent permitted by Section 403 of the Internal Revenue Code and as it may be amended from time to time and to apply the amount of said reduction in salary to the purchase of two (2) tax sheltered annuity plans for said employee.

PARAGRAPH 161. The Committee agrees that in the manner and to the extent provided in this Article it will purchase and maintain in effect during the terms of this Agreement group insurance for the benefit of each full-time and regular part-time Professional Employee in the employ of the Committee in accordance with the following schedule:

- (a) The Committee will purchase and pay fifty percent (50%) of the premium for group life insurance in the amount of ten thousand dollars (\$10,000.00) on the life of each eligible employee.
- (b) The Committee will continue the current insurance program in effect on the date of this Agreement, as well as the current rates of contribution, except as follows:
  - 1) the rate of contribution for HMO Blue Single Plan shall be seventy-eight (78%) by the employer and twenty-two (22%) percent by the employee.
- (c) Health Insurance for retirees shall be maintained for the life of this Agreement.
- (d) The Committee will continue the long-term disability insurance for each eligible employee and will pay fifty percent (50%) of applicable premium.
- (e) School year health insurance premium contributions for teachers shall be increased by five dollars (\$5.00) per pay period. Teachers will contribute an additional five dollars (\$5.00) per pay period toward health insurance premiums.

No later than January 1, 2015 either party may notify the other to re-open negotiations of Paragraph 161 of this Agreement for succeeding years of the Contract.

## **ARTICLE XVII WORK DAY**

PARAGRAPH 170. The School Committee and the Association recognize that a Teacher's responsibility to his/her students and profession generally entails the performance of duties and the expenditure of time beyond the regular work day, but that time and work schedules can and should be established applicable to Teachers in their normal course of employment. Except when unusual circumstances exist, the work day of teachers will begin ten (10) minutes before starting time for students as defined by school by the school calendar. Said starting time is subject to modification by the Committee, provided, however that no such modification will increase the length of the teachers' work day. Each teacher shall remain on duty after the close of school for a period of time, which he/she finds or the principal instructs him/her, is necessary to take care of details usually connected with the closing of the daily session (including brief consultation with pupils). The parties to this contract agree that fifteen (15) minutes from the ending time for students as defined by the school calendar should be sufficient to attend to these details. However, in handling situations beyond the control of the school officials, the time limits of this paragraph do not apply. The provisions of this paragraph do not operate to relieve teachers of the obligation to provide extra help to students at all levels in accordance with historic practice

PARAGRAPH 171. During the life of the Agreement, the work day will be increased only if an increase is mandated by state regulations and only after consideration of possible alternative methods for achieving compliance.

PARAGRAPH 172. A professional employee who, by mutual agreement with the Superintendent or his/her designee, performs work in addition to the periods of work as provided in this

Agreement shall be paid, in addition to his/her annual salary an additional compensation based upon the per diem of his/her then applicable annual salary excluding supplementary compensation as provided in Article XIV.

PARAGRAPH 173. Duty Free Lunch - A duty free lunch of thirty (30) minutes per day will be provided for all teachers.

PARAGRAPH 174. Principals in the elementary and middle schools may, after consultation with the faculties of their respective buildings, schedule not more than five (5) additional after school meetings. These meetings will be used for curriculum analysis and development and for school improvement issues. Teachers will receive professional development points toward recertification for participation in these meetings. The initial meeting in the series will not exceed one (1) hour and all other meetings shall not exceed one and one-half (1½) hours.

PARAGRAPH 175. Night Meetings - The number of night meetings will be two (2) in order to create consistency across the District. At the middle school level, the purpose of the second evening will be mutually developed by the faculty and school administration. Purposes may include open house activities, curriculum based showcases, parent conferences and other educationally based activities that are in the best interest of the students and the District. When possible, the purpose and date of the second meeting will be decided by October 1st of the school year in which the evening will occur. Teachers will be required to attend no more than two (2) night meetings per year.

## **ARTICLE XVIII WORK YEAR**

PARAGRAPH 180. Except as otherwise provided, the normal work year for Professional Employees, other than for new employees who may at the discretion of the Superintendent or his/her designee, be required to attend additional orientation sessions, shall begin not earlier than August 25 and shall terminate not later than June 30, in the following calendar year; provided, however, that the normal work year shall not be more than one hundred eighty-five (185) days, with one hundred eighty (180) days devoted to the instruction of students, and five (5) days devoted to professional development, parent-teacher conferences or other non-teaching professional responsibilities only, provided that all of the assigned and usual end-of-the year duties are completed by each Professional Employee in a manner satisfactory to the Superintendent or his/her designee. The last day of the student school year will be a half (½) day for students. Teachers will be required to work the full day.

2014-2015

The work year shall be one hundred eighty-three and one-half (183½) days , including a per-diem furlough of one and one-half (1½) days.

2015-2016

The work year shall be one hundred eighty-four (184) days, including a per-diem furlough of one (1) day.

2016-2017

The work year shall be one hundred eighty-five (185) days as set forth above.

PARAGRAPH 181. Two (2) teacher days will be scheduled prior to the commencement of the school year, one (1) as a building day, during which time the Principal may schedule activities and one (1) District day. The Superintendent agrees to receive input from the Association regarding the scheduling of the remaining three (3) professional days. The School Committee, acting through its Superintendent, further agrees to receive Association input, regarding the school calendar, prior to the presentment of the calendar to the School Committee.

PARAGRAPH 182. Teachers will be expected to complete up to six (6) hours of mandated training per year, such as those provided by the Global Compliance Network (GCN), outside the teacher work day.

### **ARTICLE XIX PREPARATION TIME**

PARAGRAPH 190. The Hampden-Wilbraham Regional School Committee recognizes the educational value of preparation time for all Teachers, Grades K-12. Teachers at the

Elementary School will be scheduled for a daily preparation/conference period equal in length to a related arts block. Teachers at the Middle School will be scheduled for a daily

preparation/conference/team-planning period equal in length to a related arts block. Teachers at the High School shall be scheduled for a daily preparation/conference period equal to a teaching period. It is understood that scheduled daily denotes the fact that in almost all cases the period will be scheduled daily, but that on rare occasion, it may be five (5) periods in a five (5) day week, but not always one (1) period each day. Reasonable efforts will be made to honor preparation time and avoid teachers losing preparation time for IEP and STAT meeting commitments. Instances where teachers do lose preparation time, reasonable efforts will be made to provide coverage within five (5) school days

### **ARTICLE XX TRANSPORTATION OF STUDENTS**

PARAGRAPH 200. Professional Employees shall not be required to drive pupils to activities which take place away from the school buildings. Employees may do so voluntarily with the advance approval of the Superintendent of Schools or his/her designee.

### **ARTICLE XXI MILEAGE REIMBURSEMENT**

PARAGRAPH 210. The District will reimburse teachers at the prevailing IRS rates upon receipt of appropriate documentation.

**ARTICLE XXII  
PAYROLL DEDUCTIONS**

PARAGRAPH 220. During the term of this Agreement, the Committee will at the written request of Professional Employees who sign and deliver to the Committee a written authorization on a form approved by the Committee make deductions in the manner and to the extent provided in this Article from the wages or salaries due and payable to said employees for group life insurance, group income protection issued by a single insurance carrier, health insurance, for one tax sheltered annuity plan and for Credit Union. The amount of the deductions shall be paid over in accordance with the provisions of the written authorization, all as provided in this Paragraph.

PARAGRAPH 221. Upon request of a Professional Employee, the Committee will devote an agreed upon reduction in salary to the purchase of two (2) tax sheltered annuity plans for said employee from a selection of plans not to exceed thirty-five (35).

PARAGRAPH 222. Teachers will be paid in twenty-six (26) biweekly installments. Teachers will have the opportunity to receive a lump sum payment equal to the checks for July and August at the end of the teaching year.

PARAGRAPH 222A. All employees must use direct deposit within the limits of the District's payroll software module.

PARAGRAPH 223. The deduction from wages and salaries as provided in this Article shall be subordinate to first, deductions for federal, state, or municipal withholding taxes and second, deductions for hospital and medical payments, pension or retirement plans or insurance premiums under a plan sponsored by the Committee or by a group of the Professional Employees of the Committee. The deductions from wages and salaries as provided in Paragraph 220 shall be made, starting with the first (1) paycheck and ending with the twenty-sixth (26th) paycheck, in each school year, and said deductions shall be subject to the provisions of this Paragraph.

PARAGRAPH 224. During the term of this Agreement, the Committee agrees that it will at the written request of Professional Employees who sign and deliver to the Committee a written authorization designated as AUTHORIZATION FOR THE DEDUCTION OF ASSOCIATION DUES in conformity with Appendix "C" attached to and made part of this Agreement, make deductions in the manner and to the extent specifically provided in this Article, from the wages or salaries due and payable to said employees of their uniform, regular, current, annual dues as members of the Hampden-Wilbraham Education Association, the Hampden County Teachers Association, the Massachusetts Teachers Association and the National Education Association.

PARAGRAPH 225. The amount of the regular current, annual Association dues collected by the Committee by deductions from the wages or salaries due and payable to the Professional Employees as provided in Paragraph 224 and a statement in the form which the Committee considers convenient and adaptable to its record keeping operations designating the name of each employee from whose wages the deductions were made and the amount of each deduction shall be mailed to the Treasurer of the Hampden-Wilbraham Education Association, after each of the twenty-six (26) paycheck periods in which Association Dues have been collected by the Committee. Upon the mailing of the amount of said

deductions to the Association, the Committee will be relieved of further liability or responsibility to the Association with respect to said funds and the statement prepared by the Committee containing the name of each employee and the amount of each deduction shall be deemed to be correct unless within ten (10) days after mailing of said statement the Association notifies the Committee of an error.

PARAGRAPH 226. The AUTHORIZATION FOR THE DEDUCTION OF ASSOCIATION DUES referred to in Paragraph 223 may be withdrawn by the Professional Employee by whom it was executed at any time by giving at least sixty (60) days' notice in writing of such withdrawal delivered to the Chairman of the School Committee of the Hampden- Wilbraham Regional School District at the office of the School District in Wilbraham, Massachusetts, and by the filing of a copy of said withdrawal with the Treasurer of the Hampden-Wilbraham Education Association at Wilbraham, Massachusetts. Said authorization, if not previously cancelled or revoked by the employee, shall be deemed automatically continued in full force and effect. The School Committee and the Association recognize that if an individual leaves during the school year, the Committee will deduct from the final payment to the employee any outstanding dues obligations by the employee to the Association.

PARAGRAPH 227. It is understood and agreed that the obligations of the Committee with respect to the check off of regular, current, annual Association dues is limited to the obligations set forth in this Article and that these obligations shall not be deemed extended or increased by the provisions of any forms of authorization or by any other means. In particular, the obligation of the Committee to make deductions from the wages or salaries due and payable to the Professional Employees as provided in Paragraph 220 is limited to uniform regular, current, annual Association dues and does not obligate or require the Committee to collect or deduct fines or assessments of any kind which may be levied on its members, individually or collectively by the Association. The Association agrees that all payments for Association Dues received from the Committee by deductions from the wages or salaries due and payable to the Professional Employees under the provisions of this Article or received directly from an employee shall be applied solely toward the uniform periodic, regular, current, annual Association dues for said employee or employees and that none of said payments will be applied by the Association toward the payment of fines or assessments of any kind.

PARAGRAPH 228. The Committee shall not be liable to the Association for any error in making or failing to make any deduction required by the provisions of this Article except for willful misconduct or clear lack of good faith provided, however, that upon notice in writing to the Committee by the Association of any such error, the Committee will make the appropriate deduction in the manner and to the extent prescribed in this Article in the next following pay period. The Association agrees that the Committee shall have the unqualified right to decline to make a deduction or deductions required by the provisions of this Article if deemed necessary or prudent by the Committee to protect itself against assignments, attachments or liens against the wages or salary of an employee which in the judgment of the Committee are or may be prior to or superior to any deductions authorized pursuant to the provisions of this Article. The Association agrees that nothing in this Article shall be construed to obligate or require the Committee to do anything or to take any action contrary to law or contrary to government statutes or regulations.

PARAGRAPH 228A. The Committee may conclusively rely upon a written statement signed by any person purporting to be the authorized representative of the Association stating the amount of the uniform periodic, regular, current, annual Association dues. Unless and until advised in writing by the

Association that the amount of its uniform periodic, regular, annual dues have been changed in accordance with applicable law, the Committee may conclusively presume that the amount of said annual dues is unchanged.

PARAGRAPH 228B. The Association agrees to and does hereby indemnify, defend and hold the Committee harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the Committee in reliance upon any information, list, notice, statement, or authorization for the check off of Association dues delivered to the Committee by the Association or by a Professional Employee for the purpose of complying with any of the provisions of this Agreement or of this Article.

### **ARTICLE XXIII SABBATICAL LEAVE**

PARAGRAPH 230. A Professional Employee serving with professional teacher status and having earned a Master's Degree, shall be eligible to apply for a sabbatical leave for the purpose of engaging in an advanced study or academic program which, in the opinion of the Superintendent, is of direct interest or value to the Hampden-Wilbraham Regional School District. At the discretion of the Superintendent or his/her designee, the eligibility requirements as provided in this Paragraph may be reduced or waived.

PARAGRAPH 231. An applicant for sabbatical leave as provided in Paragraph 230 shall, on or before November 15 of the year preceding the school year for which the sabbatical leave is desired, present a written application to the Superintendent or his/her designee. The application shall include a general outline of the proposed program of study, the name of the institution and a signed statement guaranteeing to return to the Hampden-Wilbraham Regional School District to serve as a teacher for two (2) years following the completion of the sabbatical leave. A Professional Employee who does not complete the authorized program of study in a manner acceptable to the Superintendent or his/her designee or who does not serve for two (2) years following the completion of a sabbatical leave as provided in this Paragraph shall repay to the Regional District the amount of compensation received during his/her sabbatical leave except in the event of death or incapacitating illness during his/her sabbatical leave or during the two (2) years following his/her sabbatical leave while in the employ of the Committee. The School Committee shall have the right to deduct from any money owed the employee for the purpose of making restitution as stated herein.

PARAGRAPH 232. The applicant shall, on or before April 1 of the year in which the proposed sabbatical leave will begin, present to the Superintendent or his/her designee a detailed outline of the proposed study or academic program which shall include, among other things, the acceptance in writing by the institution which the applicant proposes to attend.

PARAGRAPH 233. The allowance of sabbatical leave in any one year shall be limited to one (1) applicant for each twenty-five (25) full-time Professional Employees, or major fraction thereof, then in the employ of the Committee and to one (1) employee in a department, subject area at the middle and secondary levels or elementary school building.

PARAGRAPH 234. Applicants for sabbatical leave shall be interviewed by a screening

committee consisting of six (6) members: three (3) Association-elected members, a Department Chairperson, the Building Principal and one Assistant Principal. Elections to the screening committee shall be conducted during the last week in May in each year and shall, for the formation of the committee, elect one (1) Association-elected member for one (1) year; one (1) Association-elected member for two (2) years; and one (1) Association-elected member for three (3) years. After the first year, one (1) Association-elected position will be filled at each annual election. The Superintendent or his/her designee will appoint a three (3) member screening committee prior to June 1 of each year. A member of the screening committee applying for a sabbatical leave shall resign from the committee by a letter to the Superintendent or his/her designee not less than five (5) working days before filing an application for sabbatical leave.

PARAGRAPH 235. The screening committee shall, not later than December 15 in each year, deliver to the Superintendent or his/her designee in writing its recommended candidate or candidates for sabbatical leave for the following school year. The Superintendent or his/her designee shall have the unqualified discretion to act upon an application for sabbatical leave and the disposition by the Superintendent or his/her designee of each application shall be communicated to the applicant not later than the first day of April in the calendar year in which the sabbatical leave will commence. The Superintendent or his/her designee shall forward to the Committee his/her approved leaves for inclusion in the District budget.

PARAGRAPH 236. The salary to be paid to a Professional Employee on sabbatical leave while actively engaged in the sabbatical program approved in accordance with this Article shall be seventy-five percent (75%) of the salary applicable to his/her step for the year of sabbatical and seventy-five percent (75%) of the compensation applicable to the extra duties performed during the year immediately prior to the beginning of the sabbatical year. The seventy-five percent (75%) applicable to extra duties shall pertain only when the sabbatical program is, in the opinion of the Superintendent or his/her designee, directly related to the extra duties being performed and will benefit of the School District. The year of the sabbatical leave shall be treated as a year of active employment by the School Committee with respect to the advancement on the Salary Schedule by a Professional Employee returning from sabbatical leave.

PARAGRAPH 237. All matters pertaining to advancement on the Salary Schedule, sick leave, the performance of extra duties and the compensation therefore which shall apply when an employee returns to the Hampden-Wilbraham Regional School District following the completion of his/her sabbatical leave shall be reviewed with the Superintendent or his/her designee at the time a sabbatical leave is approved by the School Committee. The details of the matters agreed upon during said review shall be incorporated into a written memorandum and signed by the Superintendent or his/her designee and the applicant and a copy of said memorandum shall be given to and retained by each party.

## **ARTICLE XXIV LEAVE FOR LEGAL PROCEEDINGS**

PARAGRAPH 240. Leave with compensation will be granted to the extent necessary for attendance at any legal proceedings when such attendance is requested by the School District or compelled by subpoena in third party proceedings which arise out of his/her performance of a duty for the School District.

PARAGRAPH 241. No compensated leave under this Article will be granted if the teacher is a defendant in a criminal case or proceedings in which the teacher or Association is the adverse party to the Committee, nor for proceedings personal to the teacher and not directly related to his/her duties as a teacher.

## **ARTICLE XXV JURY DUTY**

PARAGRAPH 250. Teachers will not suffer loss of regular earnings for time spent on jury leave during the school year. A teacher on jury leave will be required to submit evidence of any payment for jury service on work days to the School District upon receipt. The teacher's pay will subsequently be adjusted by that amount.

## **ARTICLE XXVI RELIGIOUS LEAVE**

PARAGRAPH 260. A teacher may be granted up to three (3) days for religious observance if the requirements of one's religion prohibit the teacher from working on that day. Such leave shall not be deducted from sick leave. Documentation in support of such requirement of one's religion will be provided by the teacher upon request by the Superintendent of Schools or his/her designee.

## **ARTICLE XXVII LEAVE DAYS**

PARAGRAPH 270. In the manner and to the extent provided in this Article, a Professional Employee who is unable to work because of a bona fide illness or non-occupational injury shall, upon notification to the office of the Superintendent or his/her designee as soon as possible after the beginning of said illness or the occurrence of said injury, receive sick pay for the days he/she is unable to work up to the eighteen (18) leave days provided to employees on an annual basis. Employees may use accumulated sick days up to the amount of unused accumulated leave days only in instances covered by the Family Medical Leave Act (FMLA) or other contractually approved leaves.

PARAGRAPH 271. A Professional Employee employed half-time ( $\frac{1}{2}$ ) or more shall be entitled to severance pay which shall accrue and be paid in the manner provided in Paragraph 272.

PARAGRAPH 272. Upon retirement or death following ten (10) years or more of continuous work in the employ of the School District, a Professional Employee or his/her estate, as the case may be, shall, subject to the provisions of Paragraph 270, Paragraph 271 and Paragraph 274, be entitled to receive severance pay in an amount equal to one-sixth ( $\frac{1}{6}$ ) of his/her accumulated unused sick leave, not to exceed forty (40) days. For the duration of this contract, written notice must be received by the Superintendent of Schools or his/her designee by February 1 in order to allow inclusion of the necessary funds in the next fiscal year's budget. This notice provision will not apply in cases of estates.

In the 2015-2016 school year, the severance benefit payable hereunder of the Agreement shall be capped at five thousand (\$5,000.00) dollars.

In the 2016-2017 school year, the severance benefit payable hereunder of the Agreement shall be capped at three thousand seven hundred fifty (\$3,750.00) dollars.

PARAGRAPH 273. After the 2016-2017 school year, paragraphs 271 and 272 of this contract shall no longer apply.

Effective in the 2018-2019 school year the then existing longevity benefit structure (hereinafter, the “prior longevity structure”) shall be replaced with a new longevity benefit structure (hereinafter, the “new longevity benefit structure”). Any employee who as of the start of the 2018-2019 school year was eligible for longevity benefits under the prior longevity benefit structure (which first became effective in the 2015-2016 school year) and which provided a longevity benefit in the amount of \$2,250 payable to teachers who have completed twenty-two (22) years of credible public school teaching experience (MTRS Creditable Service), fourteen (14) of which are in the Hampden-Wilbraham Regional School District, will continue to receive such benefit until they become eligible for a longevity benefit under the new longevity benefit structure implemented at the start of the 2018-2019 school year. Under no circumstances will an employee receive longevity benefit payments under both the prior longevity benefit structure and the new longevity benefit structure. Any employee who was not, as of the start of the 2018-2019 school year, eligible for benefits under the prior longevity benefit structure will not be eligible for benefits under that prior benefit structure in the future and will only receive longevity benefits under the new longevity benefit structure. The new longevity benefit structure shall provide that any teacher who has completed eighteen (18) years of service as a teacher with the Hampden-Wilbraham Regional School District shall receive, starting in their nineteenth year, an annual longevity payment of \$2,250; and any teacher who has completed twenty-five (25) years of service as a teacher with the Hampden-Wilbraham Regional School District shall receive, starting in their twenty-sixth year; an annual longevity payment of \$2,500. No eligible employee shall receive more than one category (i.e., years of service category) of longevity benefit payment in any single year under the new longevity benefit structure.”

PARAGRAPH 274. Each employee will be entitled to eighteen (18) days paid leave days each year as per the following:

- I. Three (3) of the eighteen (18) days may be used to conduct personal business that cannot be done while school is in session.
- II. The use of personal business days is restricted as follows:
  - A. Employees may not request days without pay for travel.
  - B. During the first six (6) days of a new school year and the last five (5) days of the school year.
  - C. During the day before and the day after a school vacation or legal holiday.
  - D. Exceptions to (a) and (b) must be for marriage, college parent orientation, or attendance at legal proceedings or extraordinary family/personal issues, of a unique and compelling nature.

- E. Notification for the use of leave days for personal business must be given forty-eight (48) hours in advance. No reason will be required. In unforeseen circumstances the forth-eight (48) hours notification may be waived.
- III. Unused leave days will accumulate to two hundred forty (240) days. Beginning in 2012-2013, employees who become full time after working at less than 100% employment will have their flex/sick bank retroactively pro-rated to reflect their prior level(s) of employment. This provision excludes employees working at less than 100% employment during or prior to the 2011-2012 school year and current employees whose employment is reduced below 100% due to reduction in force measures.
- IV. Before disbursing leave pay for more than five (5) consecutive school days, or in instances where the Superintendent has a reasonable concern over the extent or pattern of sick leave use, the Superintendent may require a statement signed by the attending physician describing the specific nature of the illness or injury and an estimated duration of the requested leave. This information will be kept confidential as part of the employee's personnel record.
- V. An employee on leave of absence for any reason is not entitled to leave day pay during the period of the employee's leave.
- VI. Employees are eligible to use up to five (5) days as family illness days per year to be deducted from leave days.
- VII. Employees may not exceed eighteen (18) leave days in any academic year except in instances covered by FMLA, or other contractually approved leave.

Employees new to the system will receive eighteen (18) days at the start of their first year of employment. Should the employee voluntarily separate from employment prior to the end of the first year, leave days shall be adjusted on a pro-rated basis and any days owed the District shall be deducted from any final payments due upon severance of employment.

PARAGRAPH 275. In the event of the breach by Association or by any of the Professional Employees or any of the provisions of Paragraph 40, all of the obligations of the Committee under the provisions of this Article XXVII with respect to any Professional Employee who directly, indirectly, or in any manner encourages or participates in said breach shall terminate and shall be of no further force or effect.

### **ARTICLE XXVIII MISCELLANEOUS LEAVES**

PARAGRAPH 280. A leave of absence, including a leave of absence to explore an alternative careers, may upon application in writing, be granted or extended in the sole discretion of the Superintendent. All matters pertaining to salary increment, supplementary compensation and duties, accumulated sick leave and related matters as they shall be applied upon the return from an original or an extended leave of absence shall be determined by the Superintendent in each instance and whenever

possible, transmitted in writing to the Professional Employee at the time the leave is granted. A Professional Employee who receives an extended leave of absence shall retain his/her accumulated sick leave as of the date on which the extended leave of absence is granted provided, however, that additional sick leave shall not accrue or accumulate during the period of said extended leave of absence. A Professional Employee who is granted a leave of absence will notify the Superintendent or his/her designee, in writing, by March 1 of his/her intent to return, or not return, for the ensuing school year. This notification is based on the Professional Employee's best information and intent at the time. It is non-binding and provided to assist the Administration in making tentative staffing plans for the ensuing school year.

## **ARTICLE XXIX FUNERAL LEAVE**

PARAGRAPH 290. In the event of the death of a parent, spouse, domestic partner, child, child's spouse, brother, sister or grandchild, of a Professional Employee, and provided said employee attends the funeral, the employee shall receive a leave of absence for a period not to exceed five (5) days with full pay for the actual time lost from his/her scheduled work week. The leave of absence with pay as provided in this Article is for the sole purpose of enabling the employee to attend the funeral of his/her deceased relative. For the purpose of this agreement, "domestic partner" is defined as either of two persons not married to each other but otherwise in a spouse-like relationship and residing in the same home.

PARAGRAPH 291. In the event of the death of a grandparent, present mother-in-law, present father-in-law, sister-in-law, brother-in-law, aunt or uncle, niece or nephew of a Professional Employee, and provided that said employee attends the funeral, the employee shall receive a leave of absence for a period not to exceed three (3) days with full pay for the actual time lost from his/her scheduled work week. The leave of absence with pay as provided in this Article is for the sole purpose of enabling the employee to attend the funeral of his/her deceased relative. In the event that extensive travel is required to attend the funeral, the Professional Employee may request an additional two (2) days' leave. This leave shall be granted at the discretion of the Superintendent or his/her designee and, if granted, shall be deducted from the employee's personal leave, if available. In the event an employee does not have the personal leave required accumulated, the leave days will be deducted from the employee's sick leave. If neither personal or sick days are available, the request for two (2) additional days shall not be granted by the Superintendent or his/her designee.

## **ARTICLE XXX CHILDBEARING AND CHILDBEARING LEAVE**

PARAGRAPH 310. Childbearing Leave

A disability leave will be granted to a female employee who has completed at least three (3) months of employment for the purpose of giving birth and recovery there from, said leave to be hereinafter called childbearing leave; providing the employee shall give at least two (2) weeks' notice to the Superintendent or his/her designated representative of her anticipated date of departure and intention to return. The employee will be granted childbearing leave and be restored to her previous, or a similar,

position, and such leave will be deducted from her sick leave account. The employee will provide a note from her physician indicating that the employee is recuperating from childbirth and is disabled from performing duties, and indicating the estimated date of her return.

PARAGRAPH 311. Childrearing Leave

An employee may be granted an unpaid leave of absence of up to one (1) year for the purpose of adoption or care of a newborn child and be restored to a previous or a similar position upon return. This childrearing leave will be without pay or sick leave. No childrearing leave of absence will be granted for a period longer than one (1) year from the date the childrearing leave commenced except the employee may have such leave extended to the first September beyond the one (1) year anniversary date. Teachers shall not be returned during the final three (3) weeks of any academic term should the District determine that such return would be disruptive. Should the individual teach one-half (1/2) or more of the teaching year, the employee will be credited with a full-year's employment for increment purposes. Teachers who intend to return to school for the beginning of a new academic year shall inform the Superintendent no later than March 1<sup>st</sup> prior to the opening of that academic year. Teachers who intend to return during the school year shall provide ninety (90) days' notice to the Superintendent.

PARAGRAPH 312. The School Committee shall not be required to restore an employee on leave to a 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 during the period of such leave; provided, however, that such employee is accorded recall rights under the Reduction-In-Staff clause of this contract. Such leaves shall not affect the employee's right to receive any benefits for which eligible at the date of leave, and any other advantages or rights of employment incident to the employment position. The employer need not provide for the cost of any benefits, plans, or programs during the said leaves except as provided for any other employee on leave or in accordance with The Family Medical Leave Act of 1993.

**ARTICLE XXXI  
MILITARY LEAVE**

PARAGRAPH 320. Military leave without pay shall be granted to a Professional Employee who serves in any branch of the Armed Forces of the United States. Upon his/her return from military leave, a Professional Employee shall be placed on the Salary Schedule at the level he/she would have attained had he/she remained actively employed in the Hampden- Wilbraham Regional School District during the period of his/her absence, subject to a maximum of two (2) years.

PARAGRAPH 321. Up to seventeen (17) days per school year for teachers called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

Teachers who serve on such temporary active duty will not suffer any loss of regular earnings for time spent on active duty provided all monies received for duty occurring on days when school is in session, is turned over to the District.

**ARTICLE XXXII  
ASSOCIATION LEAVE**

PARAGRAPH 330. With the advance approval of the Superintendent or his/her designee, Professional Employees who are duly authorized representatives of the Massachusetts Teachers Association or the National Education Association may, at the discretion of the Superintendent or his/her designee, be allowed to attend conferences and conventions sponsored by said Associations. A written request describing the nature of the absence, time and place for the meeting will be submitted in writing to the Superintendent or his/her designee. The District agrees to authorize up to ten (10) days per year with pay for this purpose.

PARAGRAPH 331. When a full-time Professional Employee is designated in writing by the Association as its representative to attend a Step 2 grievance meeting as provided in Paragraph 52 during a school day, the employee will upon not less than two (2) days' notice, if possible, to his/her Principal or immediate supervisor and to the Superintendent or his/her designee be released from his/her assigned work without loss of pay for such time as is reasonable and necessary to attend said meeting. The Association and the Professional Employees agree that the privilege authorized in this Paragraph will not be abused.

**ARTICLE XXXIII  
TEACHER FACILITIES**

PARAGRAPH 340. The Committee agrees that during the term of this Agreement each school building will contain:

- (a) A space in each classroom to store instructional materials and supplies;
- (b) A work area for use in the preparation of instructional materials;
- (c) A furnished room for the use of the Professional Employees as a faculty lounge which may be combined with work area described in Subparagraph (b);
- (d) A desk and chair in each classroom;
- (e) Toilet Facilities for the use of Professional Employees; and
- (f) Parking facilities.

**ARTICLE XXXIV  
MISCELLANEOUS**

PARAGRAPH 350. Each Professional Employee, whether actually working or on any form of a leave of absence, shall keep the Committee advised on a form furnished by the Committee of his/her correct address and telephone number if he/she has a telephone or if he/she has available use of a telephone. Except as otherwise specifically provided in Article IX, the mailing of a notice to the address furnished to the Committee by an employee as provided in this Paragraph 350 shall be deemed to be in compliance with any provisions of this Agreement which requires notice to an employee.

PARAGRAPH 351. Not later than the fifteenth day of November in each calendar year, the Committee will deliver to the Association a list showing the name and address of each Professional Employee in Unit A, B and Unit C as shown on the records of the Committee.

PARAGRAPH 352. The Committee acknowledges that under certain circumstances the use of specialists can be useful in meeting the individual needs of some of the pupils in the Hampden-Wilbraham Regional School District, to the extent the Committee finds it feasible and practicable and under such terms as the Superintendent or his/her designee shall prescribe, specialists will be available to assist classroom teachers.

PARAGRAPH 353. Enrollment by children of non-resident faculty will be limited to the High School level and will consist of as many students as can be accommodated in the available space and at no additional cost in any given year. Enrollment shall include a waiver of tuition.

PARAGRAPH 354. At the conclusion of negotiations, the parties agree that the Association will be responsible for developing the revised version of the Agreement, in conformity with the tentative agreement as ratified by the parties.

PARAGRAPH 355. The parties agree that the Association will share one (1) electronic copy of this Agreement, on diskette, to the School Committee, at no cost, at the time the Agreement is ready for execution by the parties.

#### **ARTICLE XXXV SAVINGS CLAUSE**

PARAGRAPH 360. If any provision of this Contract or any application of this contract to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law but all other provisions or applications shall continue in full force and effect. The parties will then meet to bargain to the extent required by law.

#### **ARTICLE XXXVI SCOPE OF AGREEMENT**

PARAGRAPH 370. It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement, all matters and issues of interest to the Association, to the Professional Employees and to the Committee pertaining to salaries, wages, hours and conditions of employment have been fully considered and negotiated, that each Party was afforded a full opportunity to present and discuss proposals pertaining to salaries, wages, hours and conditions of employment and that the understandings and agreements among the Parties concluded during the course of negotiations are fully stated in this Agreement.

PARAGRAPH 371. The Committee and the Association, for itself and on behalf of the Professional Employees, agree that during the term of this Agreement all matters and issues pertaining to salaries, wages, hours and conditions of employment are and shall be governed exclusively by and

limited to the terms and provisions of this Agreement and that neither the Committee nor the Association shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to salaries, wages, hours or conditions of employment whether or not specifically included in this Agreement or discussed during the negotiations preceding the execution of this Agreement provided, however, that nothing in this Paragraph shall in any way limit or restrict the rights and duties prescribed in Article Twenty.

PARAGRAPH 372. A new position within the bargaining unit for which compensation is not provided in Article XIII and the salary therefore shall become effective on the date the position is established and installed by the Committee. The salary established by the Committee shall continue in effect until a different salary is agreed upon by the Committee and the Association or established by arbitration as provided in this Paragraph 53. If the salary for a new position established by the Committee is not acceptable to the Association, the Committee will negotiate with the Association, for the establishment of a mutually acceptable salary. If at the end of thirty (30) days the Committee and the Association do not agree on a mutually acceptable salary, the matter shall be referred to arbitration as provided in Paragraph 53. In the event that the matter is referred to arbitration as provided in this Paragraph, the sole issue to be discussed and the sole question to be decided by the arbitrator shall be whether the salary established by the Committee is reasonable. The decision by the arbitrator may be effective from the thirtieth (30th) working day after the new salary was installed by the Committee. In the event that the Committee makes substantial changes in the duties of an existing position during the term of this Agreement, the Committee will negotiate with the Association concerning possible modifications in the salary for said position.

PARAGRAPH 373. Except as otherwise specifically provided, the provisions of this Agreement shall apply only to the Professional Employees who are actually working, and in the current employ of the Committee.

PARAGRAPH 374. The Association agrees that, except to the extent otherwise specifically provided in this Agreement, the current Faculty Manuals issued by the respective schools and approved by the Superintendent or his/her designee shall remain in full force and effect and that nothing in this Agreement shall in any way limit or restrict the right of the Superintendent or his/her designee to continue to amend, reissue, distribute and enforce the Faculty Manuals described in this Paragraph. If any item in a Faculty Manual, or amendment thereto, is contrary to the provisions of this Agreement, the Agreement shall prevail.

PARAGRAPH 375. No addition to, alternation, modification or waiver of any term, provision, condition or restriction in this Agreement shall be valid, binding, or of any force or effect unless made in writing and executed by the Committee and the Association.

PARAGRAPH 376. By mutual agreement in writing between the Committee and the Association, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold assent to the request by the other Party for a reasonable extension of said time limitations.

**ARTICLE XXXVII  
DURATION**

PARAGRAPH 380. The provisions of this Agreement shall take effect on July 1, 2017 and shall continue in effect until and including June 30, 2019. The Committee agrees that at the request of the Association, it will no later than October 15, 2018 enter into negotiations for an agreement to become effective on July 1, 2019.

**IN WITNESS WHEREOF**, the Hampden-Wilbraham Regional School Committee has caused this Agreement to be executed in its behalf by its representatives duly authorized, and the Hampden-Wilbraham Education Association has caused this Agreement to be executed in its behalf by its representatives duly authorized, on this 31<sup>st</sup> day of October 2018.

The signatures of (print name):

Patrick O. Keenan

and

\_\_\_\_\_

Witnessed by:

Howard Bule

THE HAMPDEN-WILBRAHAM  
SCHOOL COMMITTEE:

[Signature]

Duly Authorized Representative

\_\_\_\_\_  
Duly Authorized Representative

The signatures of (print name):

Patrick Moriarty

and

\_\_\_\_\_

Witnessed by:

Howard Bule 2018/18

THE HAMPDEN-WILBRAHAM  
EDUCATION ASSOCIATION:

[Signature]

Duly Authorized Representative

\_\_\_\_\_  
Duly Authorized Representative

**APPENDIX A - Unit A Teacher Salary Schedule 2017-18 1%**

	<b>B</b>	<b>B + 15</b>	<b>M</b>	<b>M +15</b>	<b>M+30</b>	<b>M +45</b>	<b>CAGS/2M</b>	<b>2M+15 CAGS+15</b>	<b>DR</b>	<b>B+15</b>	<b>MOAOT</b>	<b>MOAPT</b>
Step 1	\$44,310	\$46,100	\$50,934	\$52,022	\$53,087	\$54,177	\$55,273	\$56,400	\$58,300			
Step 2	\$44,840	\$46,630	\$51,465	\$52,553	\$53,618	\$54,708	\$55,804	\$56,931	\$58,830			
Step 3	\$45,371	\$47,161	\$52,054	\$53,083	\$54,148	\$55,238	\$56,334	\$57,461	\$59,361			
Step 4	\$46,733	\$48,591	\$53,610	\$54,673	\$55,770	\$56,895	\$58,026	\$59,186	\$61,084			
Step 5	\$48,134	\$50,051	\$55,221	\$56,315	\$57,449	\$58,603	\$59,765	\$60,462	\$62,858			
Step 6	\$49,580	\$51,552	\$56,880	\$58,004	\$59,170	\$60,361	\$61,557	\$62,789	\$64,686			
Step 7	\$51,066	\$53,098	\$58,584	\$59,748	\$60,943	\$62,173	\$63,407	\$64,673	\$66,572			
Step 8	\$52,598	\$54,692	\$60,341	\$61,538	\$62,777	\$64,038	\$65,304	\$66,613	\$68,513			
Step 9	\$54,178	\$56,332	\$62,154	\$63,385	\$64,658	\$65,956	\$67,265	\$68,614	\$70,511		\$62,332	\$61,555
Step 10	\$56,626	\$58,024	\$64,016	\$65,359	\$66,596	\$67,937	\$69,283	\$70,669	\$72,570			
Step 11	\$57,687	\$59,763	\$65,937	\$67,247	\$68,596	\$69,977	\$71,362	\$72,793	\$74,689			
Step 12		\$62,463	\$67,917	\$69,263	\$70,651	\$72,072	\$73,502	\$74,976	\$76,875			
Step 13		\$63,525	\$69,952	\$71,339	\$72,771	\$74,236	\$75,707	\$77,225	\$79,120			
Step 14			\$72,053	\$73,479	\$74,955	\$76,461	\$77,979	\$79,540	\$81,440			
Step 15			\$74,213	\$75,684	\$77,204	\$78,754	\$80,319	\$81,928	\$83,826			
Step 16			\$76,441	\$77,957	\$79,175	\$81,116	\$82,732	\$84,384	\$86,284			
Step 17			\$79,894	\$81,481	\$83,116	\$84,790	\$86,471	\$88,199	\$90,130			
Step 18			\$80,955	\$82,542	\$84,177	\$85,851	\$87,532	\$89,260	\$91,191	\$69,840		

This schedule applies only to former Hampden Public School Employees under contract as of June 30, 1994 who had not yet reached the maximum rate available to the B+15 column of the former Hampden Agreement. Access to this salary schedule is closed, but employees who are placed at this column will continue to receive step increases under the terms of the Hampden Agreement adjusted by the terms of the general wage increases incorporated above.

\*Nurses shall advance on the Appendix A Bachelors' Salary Schedule to the step which reflects their years of service provided that such advancement shall be limited to one (1) step each school year.

**APPENDIX A - Unit A Teacher Salary Schedule 2018-19 2%**

	<b>B</b>	<b>B+ 15</b>	<b>M</b>	<b>M + 15</b>	<b>M+30</b>	<b>M+45</b>	<b>CAGS/2M</b>	<b>2M+15 CAGS+15</b>	<b>DR</b>	<b>B+15</b>	<b>MOAOT</b>	<b>MOAPT</b>
Step 1	\$45,196	\$47,022	\$51,953	\$53,062	\$54,149	\$55,261	\$56,378	\$57,528	\$59,466			
Step 2	\$45,737	\$47,563	\$52,494	\$53,604	\$54,690	\$55,802	\$56,920	\$58,070	\$60,007			
Step 3	\$46,278	\$48,104	\$53,095	\$54,145	\$55,231	\$56,343	\$57,461	\$58,610	\$60,548			
Step 4	\$47,668	\$49,563	\$54,682	\$55,766	\$56,885	\$58,033	\$59,187	\$60,370	\$62,306			
Step 5	\$49,097	\$51,052	\$56,325	\$57,441	\$58,598	\$59,775	\$60,960	\$61,671	\$64,115			
Step 6	\$50,572	\$52,583	\$58,018	\$59,164	\$60,353	\$61,568	\$62,788	\$64,045	\$65,980			
Step 7	\$52,087	\$54,160	\$59,756	\$60,943	\$62,162	\$63,416	\$64,675	\$65,966	\$67,903			
Step 8	\$53,650	\$55,786	\$61,548	\$62,769	\$64,033	\$65,319	\$66,610	\$67,945	\$69,883			
Step 9	\$55,262	\$57,459	\$63,397	\$64,653	\$65,951	\$67,275	\$68,610	\$69,986	\$71,921		\$63,579	\$62,786
Step 10	\$57,759	\$59,184	\$65,296	\$66,666	\$67,928	\$69,296	\$70,669	\$72,082	\$74,021			
Step 11	\$58,841	\$60,958	\$67,256	\$68,592	\$69,968	\$71,377	\$72,789	\$74,249	\$76,183			
Step 12		\$63,712	\$69,275	\$70,648	\$72,064	\$73,513	\$74,972	\$76,476	\$78,413			
Step 13		\$64,796	\$71,351	\$72,766	\$74,226	\$75,721	\$77,221	\$78,770	\$80,702			
Step 14			\$73,494	\$74,949	\$76,454	\$77,990	\$79,539	\$81,131	\$83,069			
Step 15			\$75,697	\$77,198	\$78,748	\$80,329	\$81,925	\$83,567	\$85,503			
Step 16			\$77,970	\$79,516	\$80,759	\$82,738	\$84,387	\$86,072	\$88,010			
Step 17			\$81,492	\$83,111	\$84,778	\$86,486	\$88,200	\$89,963	\$91,933			
Step 18			\$82,574	\$84,193	\$85,861	\$87,568	\$89,283	\$91,045	\$93,015	\$71,237		

This schedule applies only to former Hampden Public School Employees under contract as of June 30, 1994 who had not yet reached the maximum rate available to the B+15 column of the former Hampden Agreement. Access to this salary schedule is closed, but employees who are placed at this column will continue to receive step increases under the terms of the Hampden Agreement adjusted by the terms of the general wage increases incorporated above.

\*Nurses shall advance on the Appendix A Bachelors' Salary Schedule to the step which reflects their years of service provided that such advancement shall be limited to one (1) step each school year.

**APPENDIX B - UNIT A SALARIES**

<b>SPORT</b>	<b>BOY/GIRL</b>	<b>LEVEL</b>	<b>FY18</b>	<b>FY19</b>
<b>BASEBALL (4)</b>	B	V	\$3,870	\$3,908
	B	V ASST	\$2,320	\$2,343
	B	JV	\$2,320	\$2,343
	B	FR	\$2,320	\$2,343
<b>BASKETBALL (8)</b>	G	V	\$4,420	\$4,464
	G	V ASST	\$2,652	\$2,679
	G	JV	\$2,652	\$2,678
	G	FR	\$2,652	\$2,678
	B	V	\$4,420	\$4,464
	B	V ASST	\$2,652	\$2,679
	B	JV	\$2,652	\$2,678
	B	FR	\$2,652	\$2,678
<b>CROSS COUNTRY (4)</b>	B	V	\$2,156	\$2,177
	B	V ASST	\$1,295	\$1,308
	G	V	\$2,156	\$2,177
	G	V ASST	\$1,295	\$1,308
<b>FIELD HOCKEY (3)</b>	G	V	\$3,815	\$3,853
	G	V ASST	\$2,293	\$2,316
	G	JV	\$2,293	\$1,984
<b>FOOTBALL (7)</b>	B	V	\$6,332	\$6,395
	B	V ASST	\$3,162	\$3,194
	B	V ASST	\$3,162	\$3,194
	B	JV ASST	\$3,162	\$3,194
	B	JV	\$3,162	\$3,194
	B	FR	\$3,162	\$3,194
	B	FR ASST	\$2,531	\$2,556
<b>GOLF (2)</b>	B	V	\$2,109	\$2,130
	B	JV	\$1,269	\$1,282
<b>GYMNASTICS (2)</b>	G	V	\$3,984	\$4,024
	G	V ASST	\$2,387	\$2,411
<b>ICE HOCKEY (3)</b>	B	V	\$4,311	\$4,354
	B	JV	\$2,589	\$2,615
<b>LACROSSE (6)</b>	B	V ASST	\$2,589	\$2,615
	B	V	\$3,815	\$3,853
	B	V ASST	\$2,293	\$2,316
	B	JV	\$2,293	\$2,316
	G	V	\$3,815	\$3,853
	G	V ASST	\$2,293	\$2,316
	G	JV	\$2,293	\$2,316
	B/G	V	\$2,996	\$3,026
<b>SKIING (2)</b>	B/G	V ASST	\$1,797	\$1,815
	G	V	\$3,815	\$3,853
<b>SOCCER (8)</b>	G	V ASST	\$2,293	\$2,316
	G	V	\$3,815	\$3,853
	G	JV	\$2,293	\$2,316

<b><u>SPORT</u></b>	<b><u>BOY/GIRL</u></b>	<b><u>LEVEL</u></b>	<b><u>FY18</u></b>	<b><u>FY19</u></b>
<b>SOCCER</b>	G	FR	\$2,293	\$2,316
	B	V	\$3,815	\$3,853
	B	V ASST	\$2,293	\$2,316
	B	JV	\$2,293	\$2,316
	B	FR	\$2,293	\$2,316
<b>SOFTBALL (4)</b>	G	V	\$3,870	\$3,908
	G	V ASST	\$2,320	\$2,343
	G	JV	\$2,320	\$2,343
<b>SWIMMING (3)</b>	B/G	V	\$3,679	\$3,716
	B/G	V ASST	\$2,207	\$2,229
	B/G	V ASST/DIVG	\$2,207	\$2,229
<b>TENNIS (2)</b>	B	V	\$2,425	\$2,449
	G	V	\$2,425	\$2,449
<b>TRACK (6)</b>	B	V	\$3,549	\$3,585
	B	V ASST	\$2,126	\$2,148
	B	V ASST	\$2,126	\$2,148
	G	V	\$3,549	\$3,585
	G	V ASST	\$2,126	\$2,148
	G	V ASST	\$2,126	\$2,148
	G	V ASST	\$2,126	\$2,148
<b>TRACK (INDOOR) (4)</b>	B	V	\$2,157	\$2,178
	B	V ASST	\$1,295	\$1,307
	G	V	\$2,157	\$2,178
	G	V ASST	\$1,295	\$1,307
<b>VOLLEYBALL (5)</b>	G	V	\$3,815	\$3,853
	G	JV	\$2,293	\$2,316
	G	FR	\$2,293	\$2,316
	B	V	\$3,815	\$3,853
	B	JV	\$2,293	\$2,316
<b>WRESTLING (2)</b>	B	V	\$4,311	\$4,354
	B	V ASST	\$2,589	\$2,615
<b>CHEERLEADING (4)</b>	G	V/FALL	\$2,156	\$2,177
	G	JV/FALL	\$1,289	\$1,302
	G	V/WINTER	\$2,156	\$2,177
	G	JV/WINTER	\$1,289	\$1,302
<b>FACULTY MANAGER</b>			\$3,984	\$4,024

**APPENDIX B - SUPPLEMENTAL COMPENSATION**

	<b><u>FY 18</u></b>	<b><u>FY 19</u></b>
ART CLUB	\$971	\$981
AS SCHOOLS MATCH WITS	\$1,131	\$1,142
BAND EXTRA DUTY	\$1,750	\$1,768
BASKETBALL TOURNAMENT	\$500	\$505
FALCON FRIENDS	\$680	\$687
STUDENTS OF COLOR ALLIANCE	\$680	\$687
CANINE CLUB	\$680	\$687
CHESS TEAM	\$1,126	\$1,137
CHOIR EXTRA DUTY	\$1,027	\$1,037
CLASS ADVISOR-FRESHMAN	\$1,454	\$1,469
CLASS ADVISOR-SOPHOMORE	\$1,941	\$1,961
CLASS ADVISOR-JUNIOR	\$2,427	\$2,451
CLASS ADVISOR-SENIOR	\$3,829	\$3,867
COMPUTER CLUB	\$1,300	\$1,313
DRAMA-TECH THEATER	\$1,916	\$1,935
DRAMA-PRODUCER/DIRECTOR	\$3,232	\$3,265
DRAMA-ASSISTANT DIRECTOR	\$971	\$980
EMERALDS	\$1,531	\$1,546
ENVIRONMENTAL CLUB	\$1,227	\$1,239
FUTURE BUSINESS LEADERS OF AMERICA	\$680	\$687
JAZZ ENSEMBLE	\$1,617	\$1,633
JUNIOR JAZZ BAND	\$1,583	\$1,599
KEY CLUB	\$2,830	\$2,858
LUMBERJACK CLUB	\$2,830	\$2,858
COLOR GUARD	\$1,105	\$1,116
MATHLETES	\$1,495	\$1,510
MOCK LAW	\$1,933	\$1,952
MODEL CONGRESS	\$1,300	\$1,313
MODEL UN	\$1,150	\$1,162
NATIONAL HONOR SOCIETY	\$3,829	\$3,867
OUTING CLUB	\$1,916	\$1,935
ONE ACT PLAYS	\$1,380	\$1,393
PERFORMING AND VISUAL ARTS SOCIETY (PAVAS)	\$1,211	\$1,223
ROBOTICS CLUB	\$1,000	\$1,010
SNOWBOARD CLUB	\$1,455	\$1,470
SMOKE SIGNAL-EDITOR	\$5,207	\$5,259
SPECTRUM (GSA)	\$1,360	\$1,374
STUDENT COUNCIL ASSISTANT ADVISOR	\$2,500	\$2,525
STUDENT HOST/HOSTESS COORDINATOR	\$1,131	\$1,143
STUDENT STORE	\$1,000	\$1,010
TABLE TENNIS	\$538	\$543
TEENS HELPING OTHER TEENS SURVIVE	\$1,933	\$1,952
VOLLEYBALL TOURNAMENT	\$552	\$558
YEARBOOK-EDITOR	\$5,207	\$5,259

**HIGH SCHOOL**

<b><u>NON-COCURRICULAR</u></b>		<b><u>FY18</u></b>	<b><u>FY19</u></b>
CAFETERIA ASSISTANTS (YEARLY STIPEND)		\$2,253	\$2,276
CHAPERONES (PER EVENT)	Negotiated	\$71.00	\$71.00
MORNING SCHEDULER		\$4,747	\$4,794.00
PARKING LOT ASSISTANT		\$4,507	\$4,552.00
SATURDAY SCHOOL (HOURLY)	Negotiated	\$30.00	\$30.00
SUB-COORDINATOR		\$5,013	\$5,063.00
TICKETTAKER (PER EVENT)	Negotiated	\$66.00	\$66.00

**MIDDLE SCHOOL**

<b><u>CO-CURRICULAR</u></b>		<b><u>FY18</u></b>	<b><u>FY19</u></b>
JAZZ ENSEMBLE		\$1,617	\$1,633
MUSIC DRAMA PRODUCTIONS	Negotiated	\$2,000	\$2,020
NEWSPAPER		\$1,105	\$1,116
ON THE SAME PAGE		\$400	\$404
SCHOOL STORE		\$800	\$808
STUDENT COUNCIL		\$1,226	\$1,238
YEARBOOK		\$1,105	\$1,116
BAND EXTRA	Negotiated	\$400	\$404

**MIDDLE SCHOOL**

<b><u>NON-COCURRICULAR</u></b>		<b><u>FY18</u></b>	<b><u>FY19</u></b>
CAFETERIA ASSISTANTS (YEARLY STIPEND)		\$2,253	\$2,276
FINAL ASSEMBLY		\$326	\$330

**ALL SCHOOLS**

<b><u>NON-COCURRICULAR</u></b>		<b><u>FY18</u></b>	<b><u>FY19</u></b>
CAFETERIA ASSISTANTS ELEMENTARY (HOURLY)	Negotiated	\$11.00	\$11.00
METCO K-8 COORDINATOR		\$1,380	\$1,393
PUBLIC RELATIONS-PER SCHOOL		\$971	\$980
TUTORS (HOURLY)	Negotiated	\$40.00	\$40.00

**STIPENDS/SALARY DIFFERENTIALS**

DEPARTMENT CHAIRPERSONS:

5 OR LESS TEACHERS	5% INCREASE ON TEACHING SALARY
6-10 TEACHERS	7.5% INCREASE ON TEACHING SALARY
11-15 TEACHERS	10% INCREASE ON TEACHING SALARY
16-20 TEACHERS	12.5% INCREASE ON TEACHING SALARY
21 OR MORE	15% INCREASE ON TEACHING SALARY
GUIDANCE	5% INCREASE ON BASE SALARY

If a teacher teaches fifty percent (50%) or more in a department, the head of that department can count him/her as a teacher for purposes of Department Chair compensation. If the teacher teaches fifty percent (50%) of the time in one department and fifty percent (50%) in another department both departments' heads he/she teaches under may count him/her.

		<u>FY18</u>	<u>FY19</u>
MIDDLE SCHOOL TEAM LEADER**	Negotiated	\$1,400.00	\$1,414.00
HEAD TEACHER**	Negotiated	\$1,600.00	\$1,616.00
HEAD NURSE		\$2,186.00	\$2,208.00
ADMINISTRATIVE ASSISTANT TO THE PRINCIPAL- HIGH SCHOOL		\$8,689.00	\$8,776.00
EDLINE COORDINATOR- HIGH SCHOOL		\$3,000.00	\$3,030.00
EDLINE COORDINATOR- MIDDLE SCHOOL		\$1,500.00	\$1,515.00

\*FROZEN RATE

\*\* The Appendix B Sub-Committee agrees to these increases with the condition that a Joint Labor Committee is formed to develop a job description for both stipends by October 1, 2017.

**APPENDIX C - PROMISSORY NOTE**

Agreement

I, \_\_\_\_\_, agree to remit to the Hampden-Wilbraham School District repayment for any courses taken within the last two (2) years (twenty-four [24] months) prior to the effective date of termination for which they reimbursed me for. I agree to pay these monies within two (2) years (twenty-four [24] months) of severance of my employment. It is understood that these monies become due and payable only if I voluntarily sever my employment.

I acknowledge that I have this obligation and failure to adhere to the above provision will constitute a breach of this Agreement, enforceable in a court of law.

\_\_\_\_\_  
Signed

Date: \_\_\_\_\_

**APPENDIX D – TEACHER EVALUATION**



**Hampden-Wilbraham Regional School District  
System for Educator Evaluation**

**Collective Bargaining Contract Language**

**Appendix D. Teacher and Caseload Educator Contract Language**

**October 2014**

# Appendix D. Teacher and Caseload Educator Contract Language

## Table of Contents

- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation
- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
- (9) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans: General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Timelines
- (21)
- (22) Career Advancement
- (23) Rating Impact on Student Learning Growth
- (24) Using Student feedback in Educator Evaluation
- (25) Using Staff feedback in Educator Evaluation (26) Transition from Existing Evaluation System
- (27) 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; 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 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 for an Educator without Professional Teacher Status (PTS);
  - 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. PTS educators in a new assignment shall be placed on a one or two year Self-directed Growth Plan at the discretion of the Superintendent.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 90 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, in consultation with the affected Educator, 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) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation must occur in person. 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.
- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) **\*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.

- V) **\*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.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **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.
- Y) **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)
- Z) **\*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.

AA) **\*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.

BB) **\*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.

CC) **\*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.

DD) **\*Trends in student learning:** At least two years of data from the 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 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.
- 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.

ii) Examination of Educator work products.

iii) 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);

iv) Evidence of progress toward student learning outcomes goal(s).

v) Student and Staff Feedback – see # 23-24, below; and

v) Educators must submit a table of contents reflecting a portfolio that contains at least 3 artifacts per standard by end of the current evaluation cycle. All or a portion of the contents of portfolio may be requested at the discretion of the evaluating administrator.

#### 4) **Rubric**

The rubrics are a tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE. 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) No later than November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, shall complete self-assessment and goal-setting within 60 calendar days 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.

#### 6) **Evaluation Cycle: Annual Orientation**

At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators new to the system focused substantially on educator evaluation. Previously trained educators and evaluators may request to be included in the training. 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.

7) **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 no later than November 1st or within 60 days of the start of their employment at the school.
- 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.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by November 1 (or within 60 days of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.
- vi) The District shall provide its District Improvement Plan and Individual School Improvement Plans to each educator within 14 days of the first day of school.

- vii) Nothing herein would prevent educators from expediting this process and completing self-assessment and goal setting at earlier dates

8) **Evaluation Cycle: Goal Setting and Educator Plan Development**

- 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 process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- 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 November 1st 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 November 1<sup>st</sup> or within 60 days 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.

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

- 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 up to 10 unannounced observations during the school year.

10) **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 each year of 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 no fewer than one announced and five unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15 for non-PTS teachers and December 15 for PTS staff. Observations required by the Educator Plan should be completed by June 10. 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, for the purpose of evaluations and shall be no fewer than 10 minutes.
- 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 through the District's chosen evaluation management software.
- 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 10 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.
- (e) The evaluator and teacher shall choose rubric indicators before the observation that are related to the educator's goals.

## 12) **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 through the District's evaluation management software. All Formative Assessment reports must be signed by the Evaluator and delivered through the District's evaluation management software.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. If requested, the educator shall be provided a face-to-face meeting to discuss the results of the formative assessment.
- H) The Educator shall sign the Formative Assessment report through the District's evaluation management software 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.

13) **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 through the District's evaluation management software. All Formative Evaluation reports must be signed by the Evaluator and delivered through the District's evaluation management software. .
- 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. If the educator is not at least proficient, he/she may be placed on a Directed Growth Plan for the following year.

**14) 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 10.
- 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 through the District's evaluation management software no later than June 10.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

- 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 before the conclusion of the school year.
- 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 by June 15th. 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.

15) **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 of 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.

16) **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.

17) **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. Goal setting shall be conducted by the educator and approved by the evaluator.

- 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.

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

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement. The length of the plan shall be one full school year.
- 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 June 10.
- 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.

19) **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 of no fewer than 90 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 and HWEA to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
- 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:**

A) Educators on a One Year Educator Plan

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators new to the system to explain evaluation process. Previously trained educators and evaluators may request to be included in the training.	<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	November 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)	November 1
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each non PTS Educator	November 15
Evaluator should complete first observation of PTS educator	December 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>April 20*</i>
Evaluator completes Summative Evaluation Report	June10

<b>Activity:</b>	<b>Completed By:</b>
Evaluator meets with Educators and HWEA representatives whose overall Summative Evaluation ratings will be Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	By end of school year

B) Timeline for Educators with PTS on Two-Year Plans

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators new to the system to explain evaluation process. Previously trained educators and evaluators may request to be included in the training.	<i>September 15</i>
Evaluator meets with educators to assist in self-assessment and goal setting process  Educator submits self-assessment and proposed goals	November 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)	November 1
Evaluator completes Educator Plans	November 1
Evaluator completes 1 observation	By December 15 of each school year during the evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 10 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any.	<i>June 10 of Year 1</i>

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes Summative Evaluation Report	June 10 of Year 2
Evaluator meets with Educators and HWEA representatives whose overall Summative Evaluation ratings will be Needs Improvement or Unsatisfactory	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation	End of School Year 2

<b>EVALUATION MATRIX</b>				
<b>Summative Rating</b>	<b>Exemplary</b>	<b>ONE-YEAR SELF-DIRECTED GROWTH PLAN</b>	<b>TWO-YEAR SELF-DIRECTED GROWTH PLAN</b>	
	<b>Proficient</b>			
	<b>Needs Improvement</b>	<b>DIRECTED GROWTH PLAN</b>		
	<b>Unsatisfactory</b>	<b>IMPROVEMENT PLAN</b>		
		<b>Low</b>	<b>Moderate</b>	<b>High</b>
<b>Rating of Impact on Student Learning</b> (multiple measures of performance, including MCAS Student Growth Percentile and MEPA where available)				

C) 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, 2015-2016 whose impact on student learning is rated moderate or high, may 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. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**24. Using Staff Feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation. 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 Educators in the District who will be evaluated under the new procedures at the outset of this Agreement will be all non-PTS teachers and teachers who were scheduled to be evaluated in the 2012-2013 school year excluding teachers who participated in pilot year evaluations.
- B) All PTS educators shall be placed on a Two-Year Self-Directed Growth Plan, providing that the PTS educator received a satisfactory evaluation on their last evaluation. Educators who have received ratings of unsatisfactory on their last evaluation will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent in consultation with the HWEA.
- 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.
- E) 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.
- F) Violations of this article are subject to the grievance and arbitration procedures.

MEMORANDUM OF AGREEMENT

**JOB SHARING**

Teachers may initiate a proposal for "job sharing" by submitting said proposal in writing to the building principal, on or before March 15 of the school year preceding the start of the school year in which job sharing is to occur. Such a proposal must include a tentative work schedule for each teacher, a description of how necessary parental communication will be maintained, and a description of how communication between the teachers will occur. Each teacher must agree, in writing, which individual will be eligible for District supported health insurance benefits, and which individual will receive seniority credit under the collective bargaining agreement. The Hampden-Wilbraham Education Association will receive a copy of all such proposals.

The Principal will review the proposal, and discuss any concerns with the teachers. The proposal, including any changes agreed upon as a result of said discussions, will be forwarded to the Superintendent, together with the written recommendation of the Principal, no later than April 15. The Hampden-Wilbraham Education Association will receive a copy of the revised proposal, and of the principal's recommendations.

The Superintendent may approve or deny the proposal, provided only that in the event she/he denies the proposal, the teachers who made the proposal will be entitled to reasons in writing. The decision of the Superintendent will be final and binding.

Each teacher in an approved job sharing arrangement shall accrue one (1) year of seniority for each year in which the job share is completed.

For the Hampden Wilbraham School  
Committee:



Date: 4-27-15

For the Hampden-Wilbraham Education  
Association:



Date: 4-27-15

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into this \_\_\_\_\_ day of March, 2001 by and between the Hampden-Wilbraham Education Association (Unit A) and Hampden Wilbraham School Committee to address the enactment of Section 4 of Chapter 260 of the Acts of 1998 (G.L. c. 15A, section 19C, entitled "Master Teacher Corps Program") as follows:

1. The parties acknowledge that, based upon the above law, teachers employed by the District are and may in the future be eligible for parity in compensation with teachers who possess a Master's Degree, notwithstanding their lack of a Master's Degree.
2. The parties further acknowledge that a teacher who meets the qualifications of the law including obtaining National Board certification and is deemed approved by the Department of Education as a member of the Master Teacher Corps and is not currently on the Master's Column, shall be laterally moved to the Master's Column. Any teacher so placed shall adhere to the obligations as set out in the law with respect to mentor teachers.
3. The provisions of this agreement shall be in full force and effect so long as the law remains in effect. Should the provisions of the law be modified, rescinded or changed, the parties agree to review the terms of this agreement.
4. The provisions regarding paragraph 154 regarding notification shall apply to movements under this memorandum. Any Master Teacher placements currently requested under review shall be made retroactive to February, 2001.
5. This agreement shall supersede the current provisions of the contract only to the extent this agreement is inconsistent with those terms.

FOR THE HAMPDEN WILBRAHAM SCHOOL COMMITTEE



Date: 4-27-15

FOR THE HAMPDEN-WILBRAHAM EDUCATION ASSOCIATION



Date: 4-27-15

**LETTER OF AGREEMENT**

This Letter of Agreement is entered into by the Hampden-Wilbraham Regional School District Committee and the Hampden-Wilbraham Education Association/MTA/NEA as follows:

1. Effective with the commencement of the 1998-99 school year, any Unit A employee desiring a Hepatitis B vaccination shall be so provided by the District, at no cost to the employee. The manner of dispensation of such vaccination shall be determined by the School District.

FOR THE HAMPDEN-WILBRAHAM SCHOOL COMMITTEE

                    *Laura Butera*  
Vice-Chairperson

Date: 4-27-15

FOR THE HAMPDEN-WILBRAHAM EDUCATION ASSOCIATION/MTA/NEA

                    *Dog Man*  
President

Date: 4-27-15

## **SIDE LETTER**

Should the Regional School Committee elect to participate in the Virtual High School Program, the following conditions will be maintained:

- Virtual High School courses will not replace regular course offerings of the Hampden-Wilbraham Regional Schools.
- No member of the bargaining unit represented by the Hampden-Wilbraham Education Association will be reduced from full to part time or laid off due to the District's participation in the Virtual High School Program.