

AGREEMENT

between

WEST SPRINGFIELD EDUCATION ASSOCIATION
UNIT A

and

WEST SPRINGFIELD SCHOOL COMMITTEE

August 26, 2019 – August 25, 2022

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**Memorandum of Agreement
By and Between
The West Springfield School Committee
And
The West Springfield Education Association(WSEA)**

West Springfield Public Schools/West Springfield School Committee (hereinafter referred to as "WSPS") through its agent the Superintendent of Schools and the West Springfield Education Association/MTA/MNA (hereinafter referred to as the "WSEA") hereby agree to the following terms, conditions, and understandings:

PREAMBLE

The parties to this Agreement believe that a quality education is a fundamental right of every child. All children can learn. We have the responsibility to preserve the right of all students to succeed and to promote success for every student. We further recognize and greatly appreciate the extraordinary commitment of all school employees and the efforts they make every day to meet the needs and promote the interests of students. We dedicate ourselves to a shared commitment to the goals set forth in the West Springfield District Improvement Plan.

A Compact for Collaboration

This Agreement describes a relationship of collaboration being forged between the Association and the school system, dedicated to the continuous improvement of the quality of education in West Springfield Public Schools. "Continuous improvement" in an educational setting vests employees closest to the work done with students with the shared responsibility to decide how that work is to be done. For the Association, taking responsibility for the improvement of the quality of teaching and learning represents an expanded role in public education. For the administration, nurturing a partnership with the Association dedicated to the improvement of instruction, schools, and the school system has become a priority.

In effect, this Agreement becomes a compact that defines how we work together in the interest of students. We commit to work together to obtain and/or realign resources necessary to implement the goals and concepts described throughout this Agreement.

Collaboration - An Introduction

WSPS is committed to creating organizational structures and processes that solidify the collaborative relationship between WSPS and the teachers' and paraprofessionals' representative organization, WSEA; so that all parties will work together to do what is best for students. We define collaboration as a process in which partners work together in a meaningful way and within a time frame that provides a real opportunity to shape results. The purpose of the process is to work together respectfully to resolve problems, address common issues, and identify opportunities for improvement. To be successful, the collaborative process must be taken seriously and be valued by both parties. The process must be given the time, personal involvement and commitment, hard work, and dedication that are required to be successful. The partners will identify and define issues of common concern, propose and evaluate solutions, and agree on recommendations.

The School Committee Negotiation Team and the Superintendent agree to meet with the WSEA Negotiation Team at mutually agreed upon times to discuss matters of interest and concern as described in Article 1.0.1 of the Unit A contract. The WSEA leaders will meet with the Superintendent at least once a month during the term of this Agreement to review and discuss matters of mutual concern and administration of this Agreement.

Organizational Culture of Respect

The parties are committed to fostering an organizational culture of respect throughout the school system. This culture is built on the belief that all employees are essential for the school system to attain equity and excellence for all students. To accomplish this there must be a system-wide commitment to foster this organizational culture of respect and there must be accountability at all levels of the organization. The parties recognize this collective bargaining relationship is essential to enhance this culture. The organizational culture of respect is based on the following principles:

- Trust in each other and the process
- Use of collaborative and interest-based processes
- Recognition of every employee's contributions
- High expectations for all staff and students that is reasonable, clear, and transparent
- Open, honest contributions without fear of retribution
- Open and effective communication
- Respect for various points of view
- Civility in all our interactions
- Resolve problems at the lowest level possible without applying blame
- Team building and working together as teams

The parties will work together to ensure all employees understand that in order to create this culture, all parties must take responsibility for their own behavior and follow these principles. Managers and supervisors must model this behavior, and all employees are expected to exhibit this behavior at all times.

Labor-Management Collaboration Actions

- All standing district-wide committees will include at least one representative of the School Committee/Administration/WSEA.
- All ad hoc district-wide committees will include at least one representative of the Committee/ Administration/WSEA.
- The Educator Evaluation Steering Committee, comprised of administrators, building representatives and WSEA leaders, will meet quarterly.
- Principals will meet at least two times per year with the building representatives.
- Whenever a new district-wide initiative is being considered, the superintendent will seek input from the WSEA leaders and School Committee.

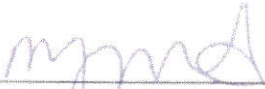
- The Superintendent will meet with the WSEA leadership during the summer to seek input on key district initiatives for the upcoming school year.
- Whenever key agreements are made between the Association leaders and the Superintendent, a memorandum of agreement will be created and signed by both parties to create a lasting description of the agreement. Copies will be held by both parties.
- All jointly developed documents will be shared openly.

Our Main Tenet is Respect:

Resolving differences
Enhancing collaboration
Supporting our coworkers
Promoting civility
Encouraging creativity
Communicating openly
Team building through trust

Signed this 3 day of September , 2014.

FOR THE WEST SPRINGFIELD SCHOOL DISTRICT




Michael Richard, Interim Superintendent

FOR THE WEST SPRINGFIELD EDUCATION ASSOCIATION



Michelle Davis, Co-President



Kathleen Hillman, Co-President

Based upon:

http://www.montgomeryschoolsmd.org/uploadedFiles/departments/associationrelations/teachers/MCEA_Contract.pdf

LEOK/MOA&MOU W/LETTERS/MOA-COLLABORATION WITH WSEA[8-5-14]

AGREEMENT

THIS AGREEMENT is entered into between the WEST SPRINGFIELD SCHOOL COMMITTEE, hereinafter referred to as the COMMITTEE, acting as representative for the TOWN OF WEST SPRINGFIELD, a municipal corporation located in Hampden County, and the WEST SPRINGFIELD EDUCATION ASSOCIATION, UNIT A, a voluntary Association formed of teachers employed by the West Springfield School System, hereinafter referred to as the ASSOCIATION.

WHEREAS, General Laws, Chapter 150E, provides for collective bargaining among public employees, and

WHEREAS, the Association has been designated by the professional employees of the West Springfield School System as their collective bargaining agent, and

WHEREAS, the Committee has voted to recognize the Association as the collective bargaining agent for such professional employees,

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

ARTICLE 1 **SCOPE**

- A. For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of Collective Bargaining Agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee excepting, however, every such employee who, on the effective date of this Agreement, is or thereafter shall be designated by the Committee as a representative of it for the purpose of such bargaining. Professional employees shall include all classroom teachers, special teachers and department chairpersons. Substitutes and those teachers employed by the Town of West Springfield in summer School, Saturday classes and Evening School shall be excluded from the provisions of this Agreement except as may be expressly provided for herein.
- B. The Superintendent of Schools of West Springfield, hereinafter referred to as the Superintendent, is the Executive Officer of the Committee and, under its general direction, has the care and supervision of the public schools and the other powers and duties provided by law and the Education Reform Act of June 1993.
- C. Compensation and other conditions of employment. Subject to the provisions of this Agreement, the wages, hours and other conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable.

D. Joint Labor Management Committee (JLMC).

1. The Joint Labor Management Committee comprised of three (3) Anchor Groups (Superintendent/Administration, School Committee and the WSEA) will continue communication during the years between negotiations, once in October and once in April. The agenda must be agreed between the Superintendent and the President(s) of the union ten (10) working days before the scheduled meeting date. Items can only be added to the agenda after that date if BOTH parties agree. Otherwise the item will be carried forward to the next meeting.
2. Building Level meetings will include the WSEA, the principal and, if desired, members of the School Committee will meet monthly if either party requests a meeting.

ARTICLE 2
DUES DEDUCTION

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of West Springfield all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Agreement. (Deductions for dues will be made in ten (10) equal payments commencing with the third paycheck of the school year.) The parties recognize that computer capabilities must be considered in determining the number of equal payments.

It is specifically understood and agreed that the Town of West Springfield, the West Springfield School Committee, its Officers and Agents, shall be saved harmless for such deductions as stated above. For the purposes of this Article, the term "harmless" is defined as any monies, once transmitted by the Town of West Springfield, the West Springfield School Committee and its Officers and Agents to the West Springfield Education Association MTA/NEA; the Town of West Springfield, the West Springfield School Committee and its Officers and Agents, are no longer responsible for same. The Association will indemnify, defend, and hold the School Committee harmless against any and all claims made and against any suite instituted against the School Committee on account of this dues deduction provision. Failure of the School Committee or its agents to cooperate with the Association shall relieve the Association of any obligation to indemnify, defend, and/or hold the Committee harmless.

ARTICLE 3
NEGOTIATION PROCEDURE

- A. This Agreement incorporates the entire understanding of the parties on all items which were or could have been the subject of negotiations. Its terms shall remain in full force and effect during the life of the Agreement unless changed by the mutual agreement of the parties. Before the Committee adopts a change in policy, which affects wages, hours or other conditions of employment which is not covered by this Agreement and which has not been proposed by the Association, the Committee will notify the Association by letter to the President. The Association will have the right to negotiate with the Committee provided it files a request with the Committee within five (5) days after receipt of said notice.
- B. Any agreement reached with the Committee will be reduced in writing, will be signed by the Committee and the Association, and will become an Addendum to this Agreement.
- C. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E. The Committee further agrees not

to negotiate with any teachers' organization other than the Association in regard to changes in wages, hours or other conditions of employment to become effective during the term of this Agreement.

ARTICLE 4
TEACHER EMPLOYMENT

- A. All professional personnel are to be placed on their proper step of the salary schedule with respect to their years of experience and their degrees or their equivalency as determined by the Superintendent in accordance with Paragraph B.
- B. Experience shall be granted at a rate of one (1) year for each year of public school teaching and an additional year's experience shall be granted for a fraction of a year consisting of five (5) or more months. One (1) year of experience may be granted for every three (3) years of business and/or industrial experience directly related to the subject area and/or grade level of the position.
- C. Any teacher who, after attaining Professional Teacher Status in the West Springfield School System, leaves the system in good faith and then is rehired by the Committee within five (5) years, may be granted all benefits previously earned in the West Springfield School System after serving one (1) year on the recommendation of the Superintendent.
- D. All teachers newly employed are to provide evidence of Massachusetts State Licensure in their area of instruction and "highly qualified" subject competency as specified by law and regulations.
- E. No later than August 1, teachers will be notified via their WSPS email of their positions on the salary schedule, their annual compensation and building assignment. Teachers shall reply via email no later than August 15 if they dispute any of the terms in the letter.

ARTICLE 5
SALARIES

- A. See "Appendix B" for salary schedules.
- B. Should the School Committee not receive adequate State or local funding under the Education Reform Act with which to fund the financial portions of this Agreement in any of the fiscal years covered by this Agreement, the parties agree to meet and discuss the potential effect on the school system.
- C. All persons in the unit will be paid biweekly at the rate of twenty-two (22) biweekly installments. Effective with the first pay period in September of 2017, all persons in the unit will be paid in twenty-six (26) bi-weekly installments. Payments shall commence no later than the second Thursday after the commencement of the work year. Exceptions to this may be made by mutual agreement of the parties.
 - 1. No salary payments shall be made in advance.
 - 2. The school calendar shall include the pay dates.

3. All persons employed in coaching positions shall be paid their compensation in two (2) equal installments for said participation in said sport. Payments shall be made at mid-season and two (2) weeks after completion of said coaching season.

D. A teacher upon obtaining an advanced degree or the necessary credit hours for advancement to the next salary level and upon submission of written documentation to the Superintendent of Schools will be placed on the salary schedule in accordance with their degree status. The new salary level achieved shall be retroactive to the date stamped on the documentation by the Superintendent's office at the time of submission. The teacher is entitled to receive a copy of the date-stamped documentation. If the date-stamped documentation occurs on or after May 15, the salary advancement shall not be effective until the first paycheck of the following school year.

E. A person receiving a degree with an excess of graduate credits may apply this excess toward the next level of training, provided the courses are approved by the Superintendent and in accordance with the formula contained in the following chart:

Excess Graduate Credits of all semester hours taken during this time:	
0 - 6 years (including 6 but not over 6)	100%
Over 6 to 8 and (including 8, but not over 8)	75%
Over 8 to 10 and (including 10 but not over 10)	50%
Over 10 to 12 (including 12, but not over 12)	25%
Over 12 -- No credit	

The time period will be computed from the date when work has been completed for a Master's Degree but shall not exceed twelve (12) years from the date of application. This date will be confirmed by a letter from the accredited college or university. All courses taken by teachers during service in the West Springfield Public School System will be evaluated and given credit if approved by the Superintendent. Persons entering the West Springfield School System will have their courses evaluated and given credit if approved by the Superintendent. In figuring the percentage of credits to be allowed, one-half ($\frac{1}{2}$) and over will be carried to the next whole number.

F. Training equivalents for degrees:

1. Master's Equivalency: Thirty (30) hours approved graduate credit beyond Bachelor's Degree. Any employee currently on the Bachelor's Level in the salary schedule may remain on and move through that schedule or may move to the Bachelor's + 15 schedule upon meeting the necessary conditions and may move through that schedule during their term of employment in the West Springfield Schools. Employees hired to commence service on or after September 1, 1988 shall not move on to a Bachelor's + 15 but must move from the Bachelor's schedule directly to the Master's schedule.
2. Only employees hired to commence service prior to September 1, 1996 may move from the Bachelor's to the Master's schedule by means of obtaining a Master's Equivalency in accordance with the provisions of this Agreement. An employee may not move beyond the Master pay level unless that employee actually earns a Master's Degree. Only employees who have obtained a specific Master's Degree may move across the salary schedule after that level.

- G. Any credit for completion of an in-service course by a teacher shall be applied to salary credit so that the teacher will be able to move horizontally across the salary schedule. In-service courses and the teachers scheduled to attend shall be approved by the Superintendent of Schools. Any **undergraduate** courses germane to district goals may be approved for salary advancement at the discretion of the Superintendent. The Superintendent is committed to having 3 offerings a year to reach as broad a group as possible. The following language will apply to all salary advancement credits:

One salary advancement credit will be issued for 15 hours of a specific workshop/course that is germane to the district goals. The district will provide salary advancement credits for these workshops/courses, but approval will be clearly specified, in advance, by the Superintendent. Additionally, a participant must be in attendance for all sessions in order to receive credit and a qualified instructor must teach the workshop/course. At the discretion of the Superintendent, opportunity may be made to make up missed sessions.

Two salary advancement credits will be issued for a workshop/course that includes 30 clock hours on one topic, but approval will be clearly specified, in advance, by the Superintendent. Additionally, a participant must be in attendance for all sessions in order to receive credit and a qualified instructor must teach the workshop/course. At the discretion of the Superintendent, opportunity may be made to make up missed sessions.

Graduate level college courses are accepted for salary advancement credit based on graduate credit earned. Graduate level workshops/courses must be in the discipline/area of certification and receive prior approval of the Superintendent. Additionally, a participant must be in attendance for all sessions in order to receive credit and a qualified instructor must teach the workshop/ course. At the discretion of the Superintendent, opportunity may be made to make up missed sessions.

Teaching graduate level college courses – Any professional status teacher who maintains satisfactory evaluations, and who teaches a three (3) credit graduate level course at an accredited institution for higher learning, shall be eligible to apply the respective three (3) semester hours of college work toward their salary advancement credit. This may be applied on a one-time basis per course and is not retroactive. Documentation from an accredited institution for higher learning will accompany a letter of application to the Superintendent of Schools and will require the Superintendent's prior approval.

- H. Tuition Reimbursement – A Tuition Reimbursement Program for the purpose of providing payment for pre-approved college credit courses is hereby established as of the date of execution of this Agreement, exclusively for members of the bargaining unit.

In order to apply for tuition reimbursement, the college course has to be pre-approved by the Superintendent or their designee, relate directly to the subject the teacher is teaching and to District need/goal, or relate to classroom management, or if a counselor, relate directly to counseling content or techniques. Tuition reimbursement will not be given for courses that prepare the staff member for another certification or a non-related degree. No cruises will be offered tuition reimbursement.

In order for a staff member to receive tuition reimbursement, the staff member must submit a "Tuition Reimbursement Request" Form to the District's Business Manager (this form can be found on the WSPS staff information page in the WSPS forms area under the Business Office forms section). Tuition reimbursement will be capped at six hundred dollars (\$600) per year, per employee. Effective September 1, 2019, a pool of nineteen thousand dollars (\$19,000) will be available. Effective September 1, 2020, a pool of twenty thousand dollars (\$20,000) will be available. Effective September 1, 2021, a pool of twenty-one thousand dollars (\$21,000) will be available. In the event that the total of the requests for reimbursement is higher than the amount available for reimbursement, the actual reimbursement to each employee will be decreased on an equitable basis based upon the funds available.

Reimbursements will be issued based upon a calendar year basis. Tuition reimbursement requests must be submitted electronically no later than January 31 each year (forms received after this date will be held for the following year batch reimbursements). Tuition reimbursement payments will be processed in February.

- I. Recruitment/Hiring of Certified Secondary Teacher – The parties mutually recognize the difficulty in the recruitment and hiring of certified secondary teachers. Notwithstanding that fact, the School Committee agrees to post, advertise and seek certified candidates to fill positions at the West Springfield High School due to unfilled openings. Should recruitment of a certified full-time teacher be unsuccessful, those classes will be taught by a teacher on staff who voluntarily agrees to teach during their non-teaching time. The department chair, where appropriate, will be included in the process. The principal of the school will make final arrangements. Each teacher will be compensated at one-seventh (1/7) of their per diem rate for each period covered.
- J. Professional Development Presentations – If a staff member is approved by administration to provide professional development on one of the scheduled professional development days, said staff member will be compensated at the curriculum rate for preparation time in the amount equal to the length of the presentation for the first four (4) hours per contract year, and in the amount equal to one-half (1/2) of the length of the presentation beyond four (4) hours. For example, if a staff member provides six (6) hours of training in a contract year, said staff member will receive compensation for five (5) hours of preparation at the curriculum rate. If more than one staff member co-presents, the amount of preparation time shall be divided between the staff members.
- K. Additional hourly compensation shall be paid within thirty (30) calendar days from the date of submission of a properly completed form.
- L. Teachers are required to receive their compensation by direct deposit.
- M. Any first-year bargaining unit member whose first day of work is after the 90th work day shall not receive a step the following year.

ARTICLE 6
PROTECTION

- A. Teachers will immediately report in writing all cases of assault suffered by them in connection with their employment to the Principal of their school. Such report will be forwarded to the Superintendent.
- B. The Administration will comply with any reasonable requests from the teacher for information in its possession relating to the incident or the persons involved.
- C. So far as permitted by M.G.L. c. 258 §9, the School Committee shall provide indemnification whenever any teacher shall become eligible therefore.

ARTICLE 7
PERSONAL INJURY

- A. Whenever a teacher is absent from school as a result of personal injury caused by an assault in the course of their employment, they will be paid their full salary (less the amount of any workman's compensation award made for temporary disability due to said injury) for the period of such absence and no part of accumulated sick leave will be deducted.
- B. Whenever a teacher is absent from school as a result of personal injury caused by an accident occurring in the course of their employment, they will be paid their full salary (less the amount of any workman's compensation award made for temporary disability due to said injury) for the period of such absence and such time will be deducted from sick leave accordingly. Nothing in this section to the contrary withstanding, a teacher may elect to receive workman's compensation only in lieu of salary as said election may be allowed by law, in which event the teacher's sick leave account shall not be diminished.

ARTICLE 8
INSURANCE & ANNUITY PLAN

- A.
 - 1. The Town shall pay sixty percent (60%) of the cost of the following types of insurance coverage, provided the employee is regularly scheduled to work at least twenty (20) hours per week: Individual or family coverage, whichever applies in the particular case, for P.P.O. or P.O.S. or similar coverage by whatever name (excluding HMO's, which are governed by Subsection A.2 below).
 - 2. The Town shall pay seventy-five percent (75%) of the cost of the HMO insurance coverage offered by the Town of West Springfield, provided the employee is regularly scheduled to work at least twenty (20) hours per week.
 - 3. The Committee agrees to provide health insurance in accordance with the Town's health insurance Memorandum of Agreement and the Addendum thereto. It is noted that said Memorandum of Agreement and the Addendum thereto provides that, until June 30, 2018, the Town will reimburse eligible employees for the difference between the emergency room, high tech imaging (i.e., MRI, CT, PET), hospital in-patient and ambulatory surgical co-pays in effect during the 2013 fiscal year and the emergency room, hospital in-patient and ambulatory surgical co-pays in effect during the 2012 fiscal year.
 - 4. The Town shall pay seventy-five percent (75%) of the cost of a two thousand dollar (\$2,000) term life insurance plan of the type presently available to teachers, provided the employee is regularly scheduled to work at least twenty (20) hours per week.

- B. The Committee, in its discretion, may provide other health insurance plans for teachers and/or retired teachers.
- C. Teachers will be eligible to participate in a “tax sheltered” annuity plan established pursuant to United States Public Law No. 87-370.
- D. The Committee will, upon receipt of a documented property damage claim because of vandalism and evidence of an insurance company payment, contribute a maximum of three hundred dollars (\$300) to offset the deductible costs incurred by the teacher. Documentation must establish that the vandalism act occurred while the teacher was on the job and executing the assigned duties of their job.

ARTICLE 9
LONGEVITY

A. Longevity Benefit

- 1. A teacher with twenty (20) or more years of employment with the Committee may elect to increase their pay for three (3) consecutive years by the following amounts:
 - 1) \$3,000
 - 2) \$3,000
 - 3) \$4,000
- 2. After receiving these payments, the teacher will not be eligible to reapply for this benefit at any time.
- 3. A teacher must apply for these payments in writing on or before January 1 of the school year proceeding the school year in which they wish to begin said benefit.
- 4. If the teacher does not receive all of the above \$10,000 prior to separation from employment, they shall be entitled to a lump sum payment at the time of separation from employment equal to the unpaid balance payable no later than July 1 immediately following the separation, except as provided below.
- 5. Participation in the longevity benefit is irrevocable after receipt by the Committee of the teacher’s application for said benefits. No teacher will be entitled to receive any payments hereunder after date of termination for just cause.

ARTICLE 10
TEACHING HOURS AND TEACHING LOAD

- A. The normal length of the teachers' workday shall not exceed seven (7) hours and twenty (20) minutes. This time shall start at least ten (10) minutes prior to the students' start and shall include a regular period for lunch. All teachers shall be free to leave fifteen (15) minutes after the students' day provided they have completed their assigned duties and have not been requested to stay by the Principal or their designee who determines the needs of his building. This does not prohibit the teacher from being released with the students by special permission from the Principal or their designee.
- B. Professional personnel may be required to remain after the normal workday to supervise detention. These assignments shall be made on an equitable basis.

C. Work Year

1. The work year of teachers, except those teachers listed in Section C 2. below, will begin no earlier than the Monday prior to Labor Day and terminate no later than June 30, and will in no event be longer than five (5) days more than the number of days when pupils are required to be in attendance by state law. The "work year" will include days when pupils are in attendance, two (2) orientation days at the beginning of the school year, a conference day at some time after the first day and before the last day of the school year but not on a holiday or during a vacation week, and two (2) days scheduled by mutual consent of the parties. Any increase in the now existing state minimum of school days will be reflected in a proportional increase in individual salaries.
2. The work year of teachers new to the West Springfield School System or returning to the system from leaves of absences will consist of one hundred eighty-eight (188) school days. The additional three (3) days will be scheduled in the week preceding the start of the regular school year. The first of these days will be without additional pay, but teachers will be compensated at a per diem rate of pay for the second and/or third day if they are required to be present in school.
3. In the event the School Committee shall require professional personnel to work days in excess of those specified in C. 1. above, personnel shall be paid at a per diem rate of their annual salary.

D. Recognizing the statutory responsibility of the Committee and the Superintendent for determination of the school calendar, and further recognizing the skills and concern of the staff in the matter, the Committee and the Association agree that the determination of the school calendar will be cooperatively arrived at through joint consultation between the Association and the administration, subject to the final approval of the Committee. The final approval of the school calendar by the School Committee shall be at its sole discretion and not subject to the grievance or arbitration provisions of this Agreement.

- E.
1. All regular scheduled meetings will be held on a specific day of the week designated by the Principal of each building unit after consulting with his faculty. This shall not prohibit additional meetings on other days of the week when necessary.
 2. Special meetings for the dissemination and review of curriculum and other educational material may be held as required with a limit of one (1) per week for any one (1) teacher and a maximum of seven (7) per school year according to the following time schedule:
 - a) The latest starting time of a meeting shall be fifteen (15) minutes after the pupil dismissal time in the school having the latest pupil dismissal time for the teachers involved.
 - b) The length of the meeting shall not exceed one (1) hour and fifteen (15) minutes. (c) Personnel shall be notified of a scheduled meeting at least one (1) week in advance.

F. Bargaining unit members may be required to attend one (1) evening meeting each year for Parent's Night (Open House). Attendance at all other evening meetings will be at the option of the individual teacher. The Association encourages active participation by each teacher in such evening meetings as part of the teacher's professional responsibility.

All high school counselors shall be required to participate in the eighth-grade parents' evening program, the "mini college fair", and one additional evening program. Such nights will be scheduled by the Department Chair.

High school department heads will attend eighth grade parent night, and this meeting will fulfill the requirement for attending one (1) additional evening meeting.

High school counselors will be required to work five (5) days beyond the school year.

High School counselors will be required to work an additional ten (10) days beyond the required five (5) unless the funds budgeted for this purpose are reduced. Any reduction in these ten (10) days will be equally shared among the high school counselors.

Middle school counselors will be required to work five (5) days beyond the school year unless the funds budgeted for this purpose are reduced. Any reduction in these days will be equally shared among the middle school counselors.

School counselors will be compensated at their daily rate of pay for days required to be worked beyond the school year.

- G. Teachers will have duty free lunch periods of at least one-half (1/2) hour to commence no earlier than 10:30 a.m. and to end no later than 1:00 p.m.
- H. The Committee and the Association agree that it is important to provide opportunities for in-service training, faculty meetings, parental conferences and similar activities. In keeping with this intent, one-half (1/2) day institutes will be scheduled during the school year. In all schools, there will be official notification to all teachers at least thirty (30) days before the dates scheduled. In the early childhood and elementary schools, two (2) of the half-day institutes will be used for parent conferences. These institutes will be in addition to Article 10, Section E(2), Curriculum Dissemination, and will be as required and needed by the administration and Superintendent following consultation with representatives of the professional staff. Exceptions may be made to the scheduling of half-day institutes by mutual consent of the parties.

ARTICLE 11
CLASS SIZE

- A.
 - 1. The current target figures now in effect will be used as guidelines for class size. Should a study indicate that a reduction in size is desirable, such reduction will be made as staff and facilities permit.
 - 2. Classes of exceptional pupils will remain as small as possible.
 - 3. Class Sizes. To achieve our educational goals, the Committee has established the following class sizes as desirable and is determined to attain them whenever and wherever possible:

Integrated Early Childhood	15 pupils
Kindergarten	23 pupils
Grades 1-3	23 pupils (every effort shall be made at Grade 1 to keep class size as small as possible)
Grades 4-5	28 pupils
Grades 6-8	27 pupils
Grades 9-12	25 pupils
Technology Education/Engineering	18 pupils (excluding computer courses and Unified Arts)

4. It is recognized that, at the secondary level, a total load of one hundred twenty-five (125) students in a major field is desirable. A major subject is a full time course requiring homework and earning five (5) credits.
- B.
1. Exception to the provisions of Section A. above may be made only if the Superintendent determines that it is necessary to do so in the best interest of the student, the educational process, the available facilities and/or the safety of the student. Any exceptions to the provisions of Section A. above will be explained by the administration, upon request, to the teacher or teachers involved and the Association as soon as the exceptions are apparent.
 2. The foregoing standards are subject to modification for educational purposes such as the avoidance of split-grade classes or half-classes, specialized, or experimental instruction (e.g., music, team-teaching, keyboarding classes, physical education).
 3. In the event that a teacher determines in their professional judgment that their class size should be smaller than stated above in Section A.3., then the teacher shall deliver a written request to the Building Principal, who shall then notify the Superintendent with any recommendations regarding a change in the number of pupils for that particular class. The Superintendent will then follow the procedures of Section B.1.

ARTICLE 12
SPECIALISTS AND SPECIAL PROGRAMS

- A. Recognizing the statutory responsibility of the Committee and the Superintendent for determining the need for and utilization of specialists, directors, supervisors and coordinators, and further recognizing the skills and concerns of the staff in this matter, the Committee and the Association agree that the determination of need for the utilization of specialists, directors, supervisors and coordinators will be cooperatively arrived at through joint consultation with the Association, subject to the recommendation of the Superintendent and final approval of the Committee.
- B. Early childhood and elementary teachers will be permitted to use those times when any specialist is conducting their classes as preparation time for class instruction. Teachers new to the system may be required to spend one-half ($\frac{1}{2}$) of such time in the classroom with the specialist until such time that the Principal deems that they are acquainted with the specialist's program. If a follow-up program is to be followed, the specialist will provide written instruction for the classroom teacher. Regular classroom teachers and specialists in grades K through 5 inclusive shall receive a minimum of one hundred ninety (190) minutes of preparation time for class instruction each week. The parties agree to form a subcommittee made up of the following positions: [insert position titles]. Said subcommittee shall review the current elementary schedules, and make a proposal no later than December 15, 2019 to the respective bargaining teams for discussion regarding options for increasing the amount of weekly preparation time for the 2020-2021 school year. Effective August 28, 2021, regular classroom teachers and specialists in grades K through 5 inclusive shall receive a minimum of two hundred and ten (210) minutes of preparation time for class instruction each week. Teachers and specialists will get thirty (30) consecutive minutes for preparation time whenever possible. "Whenever possible" does not include a requirement to increase staffing levels at that time. When developing the high school schedule, every effort will be given to provide high school teachers with preparation time on a daily basis equal to one (1) class period per day.

- C. The Committee and the Association recognize the need for a sound continual curriculum development program. In order that effective direction may be given and a constructive program be formulated, the Committee and the Association agree to the following:
1. Creative ideas in the classroom will be encouraged by the administration and, after careful analysis and study (on a mutual basis) for any new reasonable idea, the administration will be willing to consider implementation of said idea or project. The Director of Curriculum would be responsible for recommending major proposals or changes to the Superintendent, who in turn may recommend proposals to the Committee for approval. It is understood that not all proposals may meet with success but, with proper research and thorough sound study, many projects will be carried out successfully.
 2. The Committee agrees to make available the necessary funds as recommended by the Superintendent for materials in order to insure the success of the work to be accomplished.
- D. Teachers will be selected for the curriculum program as follows:
1. Sixty (60) days prior to the work project, a notice will be distributed to all buildings by the Superintendent. These notices will be posted on the bulletin board in the teachers lounge (or work room) in each school building. This notice will publicize the work project(s) for a certain number of weeks in the summer, weekend, vacation, or after school. Personnel interested may apply for this work to the Superintendent by the date indicated in the notice.
 2. From this list of applicants, the Superintendent (with the recommendation of the Principals, Director of Curriculum and department heads in the particular subject area) will recommend individuals to the Committee for approval. Selection of individuals for the program will be based on professional performance, knowledge, experience, initiative, dedication, studies in higher education programs and proven interest and work in the particular subject area. Announcement of those selected individuals will be made within fifteen (15) days of the closing date of the posting.
 3. The individuals will be evaluated. If performance of the selectees is not satisfactory, one (1) week termination notice will be given.
 4. Each year that it is decided to conduct summer projects, the process of personnel selection will start anew.
- E. All supervisors, directors, department heads and special teachers will have a published schedule which shall be given to the principals, indicating when they will be available in each building. This does not prohibit additional unscheduled visits.
- F. Specialists' assignments will be scheduled with a view towards minimizing travel time per day.
- G. Teachers, including specialists, will be provided a five (5) school-day written notice by the Administration prior to the cancellation of any specialist program, except in emergency situations.

ARTICLE 13
NON-TEACHING DUTIES

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that their energies should, to the extent possible, be utilized to this end.

- B. Assignment of teachers for non-teaching duties shall be on an equitable basis. Teachers may request to be released from non-teaching duties in order to complete required state and/or federal reporting. Said requests may be granted at the discretion of administration.
- C. All non-athletic extra-curricular activities will be supervised on a voluntary basis whenever possible. All compensated positions shall be posted by April 15 of the prior school year. If no volunteers are available for a given compensation position by May 15, the Association shall be requested to aid in obtaining a volunteer. This request for aid from the Association shall be made by May 22. If an acceptable volunteer is not available by June 12, the Superintendent shall appoint one. No teacher shall be required to involuntarily perform an extracurricular activity for a period to exceed one (1) school year. The convenience and wishes of the teacher shall be honored to the extent that these considerations do not conflict with the instructional requirements and the best interests of the school system and the pupils.
- D. Teachers are required to take daily class attendance.
- E. All non-athletic extra-curricular activities listed in Appendix A will be paid in accordance with Appendix A. Although the positions will be open each year, the person who held the position the previous year will be given first consideration upon satisfactory completion of the duties.
- F. Each professional person employed at the High School or Middle School may be required to supervise one (1) after school hours student activity per year, except athletic events, which takes place after the normal contractual workday. Rosters shall be kept at the High School and Middle School to insure equal distribution of these assignments within each school unit.
- G. It is agreed that commencement activities are essential to a total school program. A committee composed of three (3) members of the High School faculty, chosen by that faculty, and two High School administrators and a member of the Committee shall establish a properly supervised commencement program.
- H. Personnel applying for coaching positions, who have not been selected, will be notified as soon as possible prior to the opening of the season.

ARTICLE 14
TEACHERS ASSIGNMENT AND TRANSFER

- A. Teachers whose assignment will be altered will be notified in writing of their programs for the coming school year. Such notification will include the schools to which the teachers will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes the teacher will have. They will be notified as soon as practical and, under normal circumstances, not later than June 1, provided that, in the event of a change in circumstances or conditions during the months of May through August, such assignment may be changed as required to meet the situation.
- B. West Springfield High School Administration and Faculty are committed to providing high quality teaching and coursework to their students. Highly proficient teachers are necessary to attain this goal. The path to become highly proficient includes teachers who are certified in the subject matter, teachers who desire to teach the subject matter, and teachers who are expected to refine teaching practices by teaching the same courses over multiple years. Scheduling teachers'

course loads will be a collaborative effort between department chairs and administration. Every attempt will be made to limit the variety of courses taught by any single teacher such that they can pursue excellence in teaching. Teachers who are expected to teach new subject matter will be notified in June for September. If there are further changes necessary over the summer months, teachers will be notified as soon as possible by first class mail.

- C. In order to assure that pupils are taught by teachers within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and the areas in which they are highly qualified. An exception may be granted to enable teachers to teach up to 20% outside of their area of certification, per state regulation.
- D. To the extent possible, changes in grade assignments and/or subject assignments and/or building assignments will be voluntary. Teachers who desire a change in grade and/or subject assignment or desire to transfer to another building shall file a written request of such desire with the Superintendent between September 1 and March 1 of each school year with reasons for the request.
- E.
 - 1. Notice of an involuntary transfer or assignment will be given to a teacher as soon as practicable and, under ordinary circumstances, not later than June 1. A teacher who is dissatisfied with an involuntary transfer or assignment may initiate a grievance at Level 2.
 - 2. When a transfer or reassignment is deemed necessary the following criteria will be used:
 - a) Teacher's competence.
 - b) Major or minor field of study.
 - c) Length of service.
 - d) Grade.
 - e) Subject area.
 - f) Highly qualified status.
 - 3. An involuntary transfer or reassignment will be made only after a meeting between the teacher, the principal and the Superintendent, at which time the teacher will be notified of the reasons thereof.
 - 4. A list of open positions in other schools will be made available on the District's website to all teachers being involuntarily transferred.
- F. Before a teacher is assigned or transferred to a particular school, the Principal of the school in question will be advised by the Superintendent or their designee regarding such assignment or transfer.
- G. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules in the manner set forth in the first paragraph of Article 12.
- H. Teacher assignments will be made without regard to one's race, creed, color, religion, nationality, gender, age, marital status, gender identity, or sexual orientation.
- I. The teacher being transferred or reassigned will be provided with educational rationale for the transfer or reassignment in writing by the principal. The teacher can request a meeting with the Superintendent to further discuss the transfer or reassignment. The district will attempt to provide training (e.g., consultation, mentoring, coaching, workshops, etc.) on the curriculum and instruction that is relevant to the teacher's new grade level or subject area.

The parties agree to abide by all applicable laws.

ARTICLE 15
VACANCIES AND NEW POSITIONS

- A. Whenever any vacancy in a professional position occurs, said vacancy will be provided to bargaining unit members via email at their wsps.org account as far in advance as possible. The email shall contain the qualifications for the position, its duties, and the rate of compensation. The compensation set forth for a particular position will not be changed when such future vacancies occur unless by mutual agreement.

Known vacancies and new positions for the following September will be provided to bargaining unit members in the same manner as the preceding paragraph above and the appointment shall be made not later than May 15. September vacancies and new positions arising after March 1 will be provided as soon as possible and appointments made within sixty (60) days of notification. Written notification of vacancies occurring during July and August will be provided to bargaining unit members in the same manner as the preceding paragraph above accompanied by the qualifications for the position, its duties and the rate of compensation.

- B. If a position is to be filled with reduced qualifications because the original ones were not met, the position will again be posted with a change in requirements.
- C. The Committee agrees to give due weight to each professional's background and attainments, the length of time each has been in the school system and other relevant factors. In filling such vacancies, consideration will be given to qualified teachers already employed by the Committee and each teacher applicant not selected will, upon request, receive an explanation from the Superintendent or their designee. Appointments will be made not later than sixty (60) days after the notice is posted in the schools.
- D. The name of the person who is appointed to fill any vacancy or new position will be provided to bargaining unit members via email at their wsps.org account within six (6) school days of the appointment.
- E. Appointments will be made without regard to one's race, creed, color, religion, nationality, gender, age, pregnancy, pregnancy related conditions, marital status, gender identity, or sexual orientation.

ARTICLE 16
SENIORITY, REDUCTION-IN-STAFF, AND RECALLS

- A. In the event it becomes necessary to reduce the number of employees in the bargaining unit, the School Committee will consider ability, qualifications, the teacher's area licensure, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. c. 71, §38 and the best interests of the students in the West Springfield Public Schools; and provided further, that for the purposes of this Article, no distinction shall be made between the overall performance ratings established by the Department of Elementary and Secondary Education (DESE) finding that the teacher has met or exceeded acceptable performance standards developed under said §38 and that are defined by the board as proficient and exemplary. 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 in the targeted licensure area. If the above-referenced factors are equal, then the

least senior teacher in the licensure area will be laid off first. The laid off employee, or the employee whose position is eliminated, shall:

1. Be transferred to an open position for which they are qualified; or
2. Replace an employee with the lowest seniority within the system whose job they have the ability and qualifications to perform satisfactorily.

“Ability” means normal capacity for the job.

“Qualifications” means the teacher has on file with the Office of the Superintendent evidence that they possess the necessary license or can obtain said license by the effective date of their layoff. If the layoff is to be effective at the end of the school year, the teacher must submit evidence to the Superintendent no later than June 30th that they have met all of the requirements for licensure as determined by the Superintendent. If the teacher provides such evidence by June 30th, then the Superintendent will request expedited review by the Department of Elementary and Secondary Education (DESE). If the Superintendent does not receive verification from the DESE that the teacher has obtained the applicable license by July 15th, then the teacher shall remain on layoff.

“Seniority” means a teacher’s continuous length of service in the West Springfield School System from the date of their most recent appointment letter to a position within the scope of the recognition clause in Article 1 (Note: The parties agree that the seniority list as of April 2, 2013 is accurate based upon the seniority calculations contained in prior collective bargaining agreements.). In cases of identical appointment letter dates, the date/time of their interview with the Superintendent or designee shall be the determining factor.

- B. A long-term substitute assignment is defined as an assignment where the individual is covering the position of a bargaining unit member for less than one (1) full school year. A long-term substitute assignment shall not count toward seniority. In the event a bargaining unit member subsequently indicates that they are not going to return, then the long-term substitute assignment shall be considered an interim assignment retroactive to the date the assignment commenced.
- C. An interim assignment is defined as an assignment where the individual is not covering the position of a bargaining unit member who is expected to return, or the individual is covering the position of a bargaining unit member for one (1) full school year or more. An interim assignment in a position within the scope of the recognition clause in Article 1 shall count toward seniority so long as there is no break in service following the interim assignment.
- D. For all authorized leaves taken after August 28, 2011, time spent on an authorized paid leave of absence shall count toward seniority, but time spent on an authorized unpaid leave of absence shall not count toward seniority. However, there will be no break in service when an individual is on an authorized unpaid leave of absence (i.e., the individual’s seniority will cease accruing as of the first day of the authorized leave of absence, and will resume accrual on the first workday after the termination of the unpaid leave so long as there is no break in service between the last day of the unpaid leave and the first workday after the termination of the unpaid leave).
- E. Teachers who have been laid off shall be entitled to recall rights for a period of time equal to the continuous service on the effective date of their respective layoffs, but under no circumstances

more than two (2) years. The factors listed in the first paragraph of this Article which determine the order of layoff will determine the order of recall. Failure of a teacher to return to work to a full time position (or a part-time position with the same or greater number of hours if the teacher was working part-time prior to the layoff) within thirty (30) days after written recall notice by registered mail, return receipt requested, will be cause for removal of their name from the recall list. The recall date shall be established as the date of receipt of the registered mail by the Post Office.

A full-time position shall be defined as:

1. Any professional position within the scope of this Agreement for which the employee is licensed as of the effective date of their layoff and which requires the employee to work a full day as defined in the Agreement and whereby the employee shall be employed for the remaining portion or balance of the school year in which they are recalled; or
2. A position which requires ninety (90) or more consecutive full working days in the same position in any work year as defined in Article 10 of the Agreement.

- F. Any authorized leave or time spent on recall will not affect the continuity for seniority purposes. Any professional position, which does not require the employee to work a full day, as defined in Article 10 of the Agreement, shall be deemed a part-time position. Part-time positions will be offered to teachers on recall by seniority. A teacher may refuse a part-time position in writing, which shall be received in the Office of the Superintendent of Schools in or within fifteen (15) days following the offer of the part-time position. The offer of the position shall be established as the date of receipt of registered mail by the Post Office. A teacher may refuse a part-time position and remain on recall, unless the teacher was working part-time prior to the layoff in which case the teacher may refuse a position with lesser hours and remain on recall. In the event a teacher accepts a part-time position which requires less hours than the teacher previously worked, this acceptance shall in no way diminish the teacher's recall rights to a full-time position for which the teacher is otherwise qualified by the terms of this Agreement.
- G. Salaries and benefits for part-time employees shall be on a pro rata basis, subject to negotiations between the parties. Part-time positions shall accrue full seniority. Group health and life insurance coverage shall be subject to the requirements of the Town's plan.
- H. All benefits to which a teacher was entitled at the time of layoff shall be restored in full upon re-employment within the recall period, except that any teacher recalled from layoff will be entitled to apply for leave under Article 23, Section H, only upon return to work from layoff.
- I. Seniority shall be forfeited by discharge, resignation, failure to return to work from layoff upon recall and a layoff equal in length to the teacher's seniority upon layoff when less than two (2) years and of two (2) years when it exceeds that period. Teachers who are to be affected by a reduction in staff must be notified in writing no later than May 15 of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reasons for the layoff. Laid off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Town Treasurer for premium cost, provided it is permissible under the conditions of the carrier. Failure to forward the premium payments to the Town Treasurer or refusal to return to employment upon recall will terminate this option. While members of the bargaining unit continue on layoff, the Committee agrees not to hire any new teachers unless:

1. No teacher on layoff is licensed to fill a position or can obtain said license by the effective date of their layoff, and;
 2. All qualified teachers on layoff declined an offer to fill the vacancy.
- J. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated "Seniority List" shall be supplied by the Committee annually thereafter no later than October 15th.
- K. In accordance with the agreement reached by the parties on procedure to be followed in implementing a reduction in staff and/or effecting a recall of laid off members of the bargaining unit as provided by this Article, the following terms are binding on the parties:
1. The first step is for the Superintendent or Assistant Superintendent for Business & Personnel to transfer according to seniority all employees whose positions are eliminated, including those whose schools are closed, into positions which are newly created due to reorganization or have been vacated by resignations, retirements, deaths or leaves of absence for a full year. All transfers pursuant to this section shall be accomplished by placing the employees by seniority into positions as close to their present grade levels, subject areas, and major and minor fields of study as possible.
 2. After all newly created or vacated positions have been filled according to Step 1 above, the remaining employees who have not been placed will be transferred by the Superintendent or the Assistant Superintendent for Business & Personnel in order of seniority into the positions of those with the lowest seniority within the system whose job they have the ability and qualifications to perform satisfactorily.
 3. In cases of ties in seniority, employees' positions on the seniority list have been decided by lots drawn by the Superintendent or Assistant Superintendent for Business & Personnel except, however, that any new ties will be similarly decided by lots drawn by the Superintendent or Assistant Superintendent for Business & Personnel. Representatives of the West Springfield Education Association shall be allowed to observe all of the above proceedings.

ARTICLE 17
TEACHER EVALUATION

The parties have agreed upon the teacher evaluation forms (Article 17) attached under separate cover. Effective August 28, 2019, the indicators shall be as follows:

- I-A-3. – Well-Structured Units and Lessons
- I-B-2. – Adjustment to Practice
- II-A-2. – Student Engagement
- II-A-3. – Meeting Diverse Needs
- II-B-2. – Collaborative Learning Environment
- II-D-1. – Creates and Maintains a Respectful Environment
- II-E-1. – High Expectations
- III-B-2. – Curriculum Support
- IV-F-2. – Reliability and Responsibility

Teachers who are commencing the first year of a plan during the 2019-2020 school year will be evaluated using the indicators listed above.

Teachers who are entering the second year of a plan during the 2019-2020 school year until the conclusion of the plan, will continue to use the prior indicators listed below.

- I-A-1 – Subject Matter Knowledge
- I-A-3 – Rigorous Standards-Based Unit Design
- I-B-1 – Variety of Assessment Methods
- I-B-2 – Adjustment to Practice
- I-C-2 – Sharing Conclusions with Colleagues
- II-A-2 – Student Engagement
- II-A-3 – Meeting Diverse Needs
- II-D-2 – High Expectations
- III-B-2 – Curriculum Support
- IV-A-1 – Reflective Practice
- IV-F-2 – Reliability and Responsibility

ARTICLE 18

PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

- A. Upon the prior approval of the Superintendent following permission of the Principal or immediate supervisor, reasonable expenses including fees, meals, lodging and transportation incurred by professional employees who attend workshops, seminars and other professional improvement sessions will be paid.
- B. All teachers will be required to be trained in the use of computer technology (introductory, intermediate, advanced levels) as applicable. In the event that a teacher is required to take a course or participate in training, the Committee will provide it at no cost to the teacher or reimburse the teacher for any tuition/fees.
- C. Prior approval of the Principal and Superintendent must be obtained in order to secure compensation for the following:
 - 1. Two (2) days maximum to visit other school systems
 - 2. Time off to attend conferences and conventions.
 - 3. Two (2) days maximum to visit a classroom within the district for the purpose of “peer coaching”. Teachers who exercise this opportunity must have participated in Peer Coaching training provided by the district.
- D. Mentor Program
 - 1. Description:

The *Mentoring Program* includes a one-day training for designated mentors; five after school meetings for teachers new to the district to receive induction to the instructional practices of the district; mentors and mentees will be provided with up to 12 hours of release time in order to meet and observe in each other’s classrooms; and a mentor coordinator who oversees accountability for the entire program.
 - 2. Process:
 - a) Principals will submit a list of mentor nominees to the superintendent by the third week of August. The superintendent will confirm nominees or request alternative nominees. Mentors must have professional status.

- b) The mentor coordinator will send a confirmation letter to mentors and mentees prior to the start of school with details on the Mentoring Program and applicable dates. Only one mentee will be assigned to one mentor.
 - c) The one-day training for mentors will take place in September after the first week of school and will be facilitated by the superintendent, mentor coordinator, or designee.
 - d) The superintendent, mentor coordinator, or designee will facilitate the five after school workshops for mentees. The after school workshops will be offered to mentees who do not have professional status licensure. New teachers with professional status licensure will not be required to attend.
 - e) Designated mentors and mentees will be provided with up to 12 hours of release time in order to meet and observe in each other's classrooms. The mentor will complete at least one observation in the mentee's classroom during the school year, and the mentor will provide informal feedback to the teacher. The entire content of the mentor/mentee observations and meetings will remain confidential and will not be shared with the mentee's supervisor.
 - f) The Mentor Coordinator is responsible for accountability of trainings, meetings, mentor-mentee assignments, observations, and organization of hours for release time for mentors and teachers new to the district to meet. The Mentor Coordinator will follow-up with mentors during the course of the school year.
 - g) The mentor will be responsible to maintain records (on logs to be provided by the School Department) of all contact time between the mentor and their assigned mentee. The record will include meeting time, telephone contact time, classroom observation time and any time spent with supervisors (with the mentee's approval) discussing the mentee. The log must be co-signed by the mentee. The log must be submitted to the Mentor Coordinator no later than June 1st. The log will also serve as the application for PDPs for the mentoring activity.
3. Stipends & PDPs:
- a) A trained mentor will receive \$400 for each new teacher they mentor.
 - b) One Professional Development Point (PDP) can be earned for each hour of mentoring. The DESE will allow a maximum of 15 PDPs in a year and a maximum of 30 PDPs in a five-year period for this professional growth activity.
 - c) The mentors will receive training during school time and will be released from their duties to attend the training. Substitute coverage will be provided if required.
4. If an approved workshop, seminar, and/or other professional improvement session occurs on a work day, the teacher will receive their regular compensation without deduction from their leave time.

ARTICLE 19
PERSONNEL FILES

- A. Each teacher shall have one (1) official personnel file which shall be kept in the Superintendent's Office.
- B. A copy of each evaluation report shall be placed in the teacher's personnel file.
- C. Teachers will have the right to examine their individual files but will not have the right to review confidential references given at the time of employment or at the time of application for a change within the system.

- D. No material pertaining to a teacher's conduct, service, character or personality will be placed in their personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereon. The teacher will also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent and attached to the file copy.
- E. The teacher evaluation forms (Article 17) are attached under separate cover.

ARTICLE 20

WITHHOLDING OF INCREMENT AND SCHEDULED SALARY INCREASES

- A.
 1. A teacher may advance to the next higher step in the salary schedule and may receive a wage increase provided that a satisfactory evaluation rating has been received from the Administrator in accordance with the evaluation procedure. The teacher will be evaluated directly by the Administrator. There will be a review of the evaluation by the Superintendent.
 2. If a teacher is subject to the withholding of a step increment and the withholding of a wage increase because of a failure to obtain a satisfactory evaluation, they shall be notified of such action immediately following the evaluation.
 3. If a teacher is scheduled for advancement to the next higher step in the salary schedule or if a wage increase has been agreed to and the teacher has not received a satisfactory evaluation rating so that the teacher has been advised that they will not receive advancement to the next step and the wage increase, then re-evaluation shall take place in accordance with Article 17.
 4. If a satisfactory evaluation rating is not received by a teacher following the above procedure, they may, if they desire, request in writing within three (3) days of receipt of such notification a hearing with the Superintendent and they may, if they desire, be accompanied by a representative of the Association at the meeting.
 5. The Superintendent will conduct the hearing within five (5) school days of the receipt of the request. The teacher is entitled to know the reasons for the wage or increment withholding.
 6. If the teacher is not satisfied with the results of the hearing with the Superintendent, they may request in writing within two (2) school days after the hearing before the Superintendent a final hearing with the School Committee. The School Committee will conduct the hearing in Executive Session at its next scheduled meeting. The teacher may, if they desire, be accompanied by a representative of the Association at the hearing.

ARTICLE 21

SICK LEAVE

- A. Teachers will earn fifteen (15) sick leave days each school year as of the first official day reporting for duty. Sick leave may be accumulated from year to year up to a total of two hundred thirty (230) days. Sick leave days are essentially a form of insurance protection for the employee and are a right to compensation that does not vest in an employee until they have a bona fide sickness, preventing them from reporting for and performing their duties. Use of sick leave for a medical appointment is acceptable.
- B. The School Committee will provide each teacher a current record of their accumulated sick leave on their paycheck.

C. In the event a teacher is absent four (4) consecutive days, or before or after a holiday or vacation, or abuse of sick leave is suspected, the Superintendent may request a medical excuse. Such request will not be made arbitrarily or capriciously. In the event that the provisions of the Family and Medical Leave Act (FMLA) apply to a leave request, the employee will be provided with the appropriate forms pursuant to the FMLA (see also Article 23(K)).

D. Family Illness

Up to a total of fifteen (15) days of a teacher's annual sick leave (see Section A above) shall be allowed for illness in the "immediate family" where it becomes necessary for the teacher to assist in the care of those immediate family members who are ill. Immediate family shall include a teacher's spouse, children, or parents.

E. Sick Leave Bank

A Sick Leave Bank for the purpose of providing additional coverage after exhaustion of individual annual and/or accumulated sick leave only in the event of serious illness as evidenced by medical certification is hereby established, exclusively for members of the bargaining unit.

Participation by members of the unit shall be mandatory and each teacher shall be assessed one (1) day of their annual and/or accumulated sick leave as the effective date of this Agreement. New members of the bargaining unit shall be assessed one (1) day of their annual and/or accumulated sick leave as of the date they enter the unit. Said days are to be "deposited" in the Bank. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level of fifty (50) days or less, then each teacher in the bargaining unit shall be assessed one (1) day of their annual and/or accumulated sick leave as of the first day of the next calendar month. In the event a teacher has no accumulated and/or annual sick leave at the time of said assessment, that teacher shall be assessed the amount of days owing to the Bank the following September 1.

Subject to the provisions of this article each teacher may, following a maximum of ten (10) days waiting period, be granted by the Bank Committee a maximum of thirty (30) school days per year from the Bank. If days are granted, they shall cover retroactively the waiting period. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee made up three (3) appointees of the Association. The Sick Leave Bank Committee shall establish guidelines for the administration of this Bank. All decisions by the Sick Leave Bank Committee shall be final and binding and shall not be subject to grievance/arbitration. Any decision made under this provision shall solely be the responsibility of the Association who shall be responsible for defending against any complaints, charges or litigation in whatever forum it shall arise. The School Committee shall be held harmless from any decisions made by the Administrators of this Bank.

ARTICLE 22
TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence with pay each school year:
1. a) Professional employees shall be entitled to three (3) days leave each year at full pay for personal or legal matters which require absence during school hours and may not be taken care of during non-school hours or vacations. Whenever possible, at least twenty-

four (24) hours' notice will be given to the Superintendent through the Principal indicating the date and if for "legal" or "personal" reasons. This leave shall be charged to sick leave.

- b) Personal days cannot be used to extend vacations or holidays. Exceptions may be approved by the Superintendent, at their discretion, for extenuating and documented circumstances. Such requests must be filed directly with the Superintendent.
 2. Three (3) religious observance days - not to be taken out of personal days or sick days.
 3. Time necessary for appearance in any legal proceedings connected with the teacher's employment or with the school system or if the teacher is subpoenaed as a witness, excluding Association business.
 4. Any employee having at least six (6) months of continuous service with the Town and being required to perform temporary active duty of any unit of the United States Reserves or the State National Guard shall be entitled to full compensation for not more than one (1) normal work week. They will receive the difference between their regular pay and the pay they receive from the State or Federal Government.
 5. a) Up to five (5) days at one (1) time will be allowed in the event of the death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, grandchild, father-in-law, mother-in-law, sibling or other member of the immediate household. This leave shall be in addition to any sick leave.
b) Up to three (3) days at any one (1) time in the event of death of teacher's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece or nephew unless such person is a member of the immediate household. The above stated leave shall be charged to sick leave.
c) Up to five (5) days at any one time may be taken by a teacher in the event of family emergency leave. The amount of leave must be made up at a time mutually agreed to by the teacher and the building principal. Such days must be made up within three (3) years of the leave. Exceptions to consecutive days may be made by the Superintendent.
d) Additional time may be granted at the discretion of the Superintendent. Such time shall be charged to sick leave.
 6. Up to five (5) days of paid domestic violence leave, as defined in M.G.L. c. 149, §52E, may be taken annually with written documentation from a probate court, state agency, and/or criminal court. This leave will not be deducted from any other paid leave time.
- B. Professional employees will be entitled to leaves of absence to attend WSEA, MTA and NEA conferences subject to the Principal's and Superintendent's approval. An agenda of the meeting will be submitted with the request. Such leave will be charged against personal leave or sick leave at the choice of the individual.
- C. No teacher will be required to arrange for their own substitute.
- D. Teachers may take unpaid leave in accordance with the Small Necessities Leave Act (SNLA).

ARTICLE 23

EXTENDED LEAVES OF ABSENCE

- A. The Committee agrees that up to three (3) teachers designated by the Association may, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (State and National) activities.

- B. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps, National Teachers Corps or serves as an exchange teacher and is a full time participant in any such program. Upon return from such leave, a teacher will be considered as if they were actively employed by the Committee during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent.
- C. Military leave will be granted to any teacher who is inducted, recalled or enlists in any branch of the Armed Forces of the United States according to the provisions of M.G.L. c. 33, section 59. Upon return from any such leave, a teacher will be placed on the salary schedule at the level they would have achieved had they remained actively employed in the system during the period of their absence up to a maximum of four (4) years.
- D.
1. Medically certified disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be treated as temporary disabilities for all job related purposes.
 2. Accumulated sick leave shall be available for use during periods of such temporary disability upon certification by the attending physician. Teachers who have insufficient accumulated sick days to cover the eight (8) weeks leave may apply to the sick leave bank if they are a member of the bank.
 3. Disability leave beyond any accumulated sick leave shall be available without compensation for such reasonable period of time as a female employee is certified by her physician to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto.
 4. Policies involving commencement and duration of leave, the availability of extensions, protection under health or temporary disability plans and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.
 5. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.
 6. Extended, unpaid maternity leave as necessary will be granted upon request in writing to the Superintendent of Schools and shall commence following any disability leave provided in Section D. The start and termination of such maternity leave shall be arranged at the mutual convenience of the teacher and the Superintendent of Schools; however, maternity leaves shall terminate either on the first day of the teacher's work year or at the end of the second marking period (unless with express, written, prior approval of the Superintendent of Schools) in order to provide for a minimum of inconvenience to the pupils and the school system. Prior to the employee's return from maternity leave, appropriate evidence of physical fitness to resume teaching duties shall be rendered to the Superintendent of Schools.
 7. A teacher on maternity leave must notify the Superintendent in writing by February 1 of the year in which her leave expires of her intentions either to return at the expiration of said leave or her intention to retire from the school system.
 8. If the adoption agency certifies that an adopting parent must stay home with the child being adopted, the Teacher will be paid up to six weeks (30 school days), such time to be deducted from accumulated sick leave. When both adopting parents are employed in the West Springfield Schools and are members of Unit A, they will have the option of splitting the six weeks (30 schools days). A Teacher may take a paid parental leave of up to five (5) days to coincide with the birth (non-birth parents only) or adoption of the Teacher's child by drawing upon the Teacher's accumulated sick leave during this period. A written notice must be

submitted by the teacher to the Superintendent or the Superintendent's designee at least two (2) weeks before the anticipated date of leave. These five (5) days are not in addition to the six weeks (30 school days) above.

9. The school system agrees to comply with the provisions of the Massachusetts Parental Leave Act.
10. The school system agrees to comply with the provisions of the Domestic Violence Act.

- E. At the discretion of the building principal or the Superintendent as the case may be, a leave of absence of up to one (1) year without pay or increment may be granted to care for a sick member of the teacher's immediate family.
- F. The building principal or Superintendent as the case may be, may grant a leave of absence without pay to a teacher to serve in a public office.
- G. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to a one (1) year period.

A second year's leave of absence may be granted at the sole discretion of the building principal or Superintendent as the case may be.

Any teacher whose leave of absence under this Section is expected to extend beyond three (3) months shall, when applying for such leave, advise the building principal or Superintendent as the case may be, of the date on which such extended leave will terminate.

Any teacher applying for such leave shall submit in writing to the Superintendent of Schools, prior to the expiration of earned sick leave, a written request together with medical certification of the need for and length of such leave.

- H. Other leaves of absence without pay may be granted by the building principal or Superintendent.
- I. All benefits to which a teacher was entitled at the time their leave of absence commenced, including unused accumulated sick leave, will be restored to them upon their return and they will be assigned to the same position they held at the time said leave commenced or to a substantially equivalent position if available.
- J. Regular and prompt communications by all parties on leave is the obligation of the leave recipient in terms of planning for return or non-return. Failure to notify the Superintendent in writing thirty (30) days prior to the anticipated return will constitute a resignation of the position.
- K. Family Medical Leave Act
This act entitles eligible employees to take up to twelve (12) weeks (or twenty-six (26) weeks if leave to care for a covered service member with a serious injury or illness is also used) of unpaid leave for medical reasons such as: the employee's own illness, the birth or adoption of a child or the placement of a child for foster care, and for the care of a child, spouse or parent who has a serious health condition. Refer to the School Department employee handbook for details, conditions and application procedures. This may be obtained at: <http://staffinfo.wsps.org>.

ARTICLE 24
SABBATICAL LEAVE

Upon recommendation by the Superintendent, sabbatical leaves will be granted for study to a member of the teaching staff by the Committee, subject to the following conditions:

- A. No more than two percent (2%) of the teaching staff will be absent on sabbatical leave at any one (1) time. In addition, no more than two percent (2%) of the staff or one (1) member, whichever is greater, from a particular building can be absent on sabbatical leave at any given time.
- B. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be requested by the Superintendent. The suggested date for application is prior to December 31. Applications received after December 31 may be considered by the Superintendent. Under special circumstances a sabbatical leave can be extended beyond the limits of this Agreement.
- C. The teacher had completed at least seven (7) consecutive full school years of service in the West Springfield School System.
- D. Teachers on sabbatical leave will be paid at fifty percent (50%) of their regular salary rate.
- E. The teacher will agree to return to employment in the West Springfield School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.

ARTICLE 25
JURY DUTY

Any teacher covered by this Agreement who is called to serve on jury duty will continue to receive their salary while serving on jury duty. After three (3) days of jury duty, a serving teacher will be paid by the School Committee the difference between the fifty dollars (\$50) jury duty pay and their daily rate.

ARTICLE 26
SUBSTITUTE TEACHERS

- A. It shall be the policy of the Committee to employ substitutes to replace regular staff members who are absent. Regular staff members will not be asked to substitute except in cases of emergency. Teachers who substitute for an absent teacher will be paid at the rate of twenty-eight dollars (\$28) per class. It is expressly understood that the hourly rate for all other purposes shall continue to be defined in Article 36, Section L.
- B. Recognizing the statutory responsibility of the Committee and the Superintendent for determining the duties of substitute teachers and further recognizing the skills and concern of the staff in these matters the Committee and the Association agree that the determination of the duties of substitute teachers will be cooperatively arrived at through joint consultation between the Association and the Administration, subject to the final approval of the Committee.
- C. Student teachers will not be used as substitutes except in cases of emergency.

ARTICLE 27
POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL,
SATURDAY CLASS AND UNDER FEDERAL PROJECTS

- A. All openings for summer school, evening school, Saturday classes and other programs requiring the employment of professional employees covered by this Agreement and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as soon as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Under normal circumstances, summer school openings will be publicized by May 15 and evening school openings by September 15, December 1 and March 1. Teachers will be notified of the action as soon as possible.
- B. Positions in this Article will, to the extent possible, be filled first by regularly appointed teachers in the West Springfield School System where those teachers possess qualifications equal to those candidates outside the school system. These qualifications will include a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record; length of service in the school system and, in regard to summer or evening school positions, previous West Springfield summer or evening school teaching experience.
- C. The positions of Summer School Director and Evening School Director will be posted annually and will include job responsibilities and requirements.

ARTICLE 28
PARAPROFESSIONALS

Recognizing the statutory responsibility of the Committee and the Superintendent for the utilizing of paraprofessionals, and further recognizing the skills and concern of the staff in this matter, the Committee and the Association agree that the utilizing of paraprofessionals will be cooperatively agreed at through joint consultation with the Association, subject to the recommendation of the Superintendent and final approval of the Committee.

ARTICLE 29
RELEASE OF TEACHERS FROM EXTRA PAID ASSIGNMENTS

- A. The Association recognizes that the Committee may not renew contracts for extra paid assignments.
- B.
 - 1. If a teacher is to be released prior to completion of a term of an extra paid assignment or not re-appointed, the teacher shall be notified in writing and be given reasons for such release as soon as that decision is reached and prior to posting of said position.
 - 2. On the secondary level, the chairmanship of all academic departments shall be on a one (1) year basis and shall be posted each year.
- C. Within five (5) school days of receipt of said notification, the teacher may, if they desire, request a hearing with the Superintendent and may, if they desire, be accompanied by a representative of the Association at the hearing.
- D. The Superintendent will conduct the hearing within ten (10) school days of the receipt of the request. The teacher is entitled to know the reasons for the release.

- E. If the teacher is not satisfied with the above hearing, they may request within five (5) school days a hearing with the Committee. The Committee will conduct the hearing within ten (10) school days of the receipt of the request. The teacher may, if they desire, be accompanied by a representative of the Association at the hearing.
- F. At any step of this procedure, the teacher may submit a letter of resignation from the assignment.
- G. Sections C., D. and E. above will be carried out in complete privacy and under no circumstances will a public announcement be made until the above procedure has been completed or terminated.

ARTICLE 30
TEACHER FACILITIES

- A. It is agreed that all new school construction should include the following facilities and that, where practical without substantial expenditure, they should be provided in existing school structures, namely:
 1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 3. An appropriately furnished room to be reserved for exclusive use of teachers as a faculty lounge.
 4. A system whereby teachers can effectively communicate with the Principal's Office from their classroom.
 5. A well-lighted and clean male restroom and a well-lighted and clean female restroom in a centrally located position in each building.
 6. Appropriate and adequate facilities for specialists to do their job. These rooms should be well lit, ventilated and available when specialists are in the building.
 7. Teachers will be given a secure space for the purpose of storing personal belongings.
- B. An adequate portion of the parking lot at each school will be reserved for teacher parking and this area will be plowed free of snow as soon as practicable.
- C. The school committee will provide a teaching and learning environment which is safe and healthy for staff and students. If a teacher or the Association has a health or safety concern, then the teacher or the Association should utilize the Tools for Schools protocol for reporting an identification of indoor air quality or environmental concerns in the schools.

ARTICLE 31
TEXTBOOKS AND TEACHING MATERIALS

- A. The Committee shall seek to allocate sufficient funds for textbooks and/or teaching material for each pupil to insure quality education.
- B. Recognizing the statutory responsibility of the Principal and Superintendent for the adoption and use of texts and workbooks and further recognizing the skills and concern of the staff in this matter, they and the Association agree that the adoption and use of texts and workbooks will be cooperatively arrived at through joint consultation with the Association.

ARTICLE 32
PROFESSIONAL BEHAVIOR

The Committee and the Association recognize that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations by a teacher reflect adversely upon the profession and create undesirable conditions in the school building.

The Committee and the Association further recognize the Code of Ethics of the Education Profession as defining acceptable criteria of professional behavior. A copy of the Code of Ethics of the Education Profession is attached to and made a part of this Agreement.

ARTICLE 33
DISCIPLINE

- A. Any serious complaints regarding a teacher made to any member of the administration by any parent, student or other person will be promptly called to the attention of the teacher. If any disciplinary action is taken, said complaints must be submitted in writing, unless otherwise provided by law (e.g., sexual harassment complaints, etc.). The Superintendent of Schools will not discipline or reprimand any employee in the presence of students except in an extreme emergency.
- B. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a teacher for delinquency of professional performance. No reprimand will be given to a teacher while in the presence of any other person excepting members of the school administration. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of the Principal, however, they will be entitled to have a representative of the Association present.
- C. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Notwithstanding the above, the provisions of M.G.L. c. 42 govern teachers within their first ninety (90) calendar days of employment and/or without professional teacher status.
- D. None of the aforementioned procedure precludes conferences with administrators.
- E. The parties agree that, during the Agreement, provisions will be made for the creation of a committee consisting of one (1) School Committee Member, the Superintendent, two (2) Principals and three (3) Unit A members for the purpose of reviewing codes of discipline and making recommendations to the School Committee for possible adoption.

ARTICLE 34
GRIEVANCE PROCEDURE

The purpose of the procedures set forth below is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Contract. Such a problem shall be defined as a grievance under this Contract and must be presented promptly but no later than fifteen (15) calendar days after it arises or the employee first has knowledge of the event initiating the problem, and be processed in accordance with the following steps, time limits and conditions set forth. Should the Association or employee fail to do so, the grievance will be deemed waived. All grievances will be presented and answered in writing, on a form to be mutually

developed by the Parties. Nothing in this procedure will preclude the Parties from resolving problems informally before a grievance is presented formally (in writing) at Level One. Time limits will exclude weekends, holidays, school vacation periods occurring during the school year, and the summer vacation period.

Level One:

The employee or the Association shall present the written grievance to the employee's immediate supervisor within the time limits set forth above. The supervisor shall meet with the employee and Association and the supervisor shall give a written answer within seven (7) calendar days.

Level Two:

If the grievance is not settled at Level One within seven (7) calendar days of the written presentation to the immediate supervisor, the Association shall within seven (7) calendar days after receipt of the immediate supervisor's answer, present the grievance to the Superintendent of Schools. The Superintendent shall give a written answer within seven (7) calendar days of the Level Two meeting.

Level Three:

If the grievance is not settled at Level Two, the Association may appeal it, by giving written notice of such appeal, within seven (7) calendar days after such receipt of the written answer of the Superintendent, to the School Committee, who shall discuss it with the Association representative at a meeting to be scheduled within twenty (20) calendar days of receipt of the appeal by the School Committee. The School Committee shall give a written answer within seven (7) calendar days next following the Level Three meeting.

Level Four:

If the grievance is not settled at Level Three, the Association may submit it to final and binding arbitration by giving the School Committee written notice, within twenty (20) calendar days of the Association's receipt of the School Committee's Level Three written answer, of its desire to arbitrate the problem. A demand shall be simultaneously filed with the American Arbitration Association, whose rules and procedures shall govern the selection of an arbitrator.

Level Five:

The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Association and the Grievant. The arbitrator's fees and expenses shall be borne equally by the parties. If the School Committee claims the Association has violated any provision of the Agreement, it may present such claim to the Association in writing and if the Parties fail to settle it within ten (10) calendar days, the School Committee may submit the problem to arbitration under the provision of this Article.

General Provisions

1. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.
2. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants in the Superintendent's office.
3. The resolution of all problems settled informally will be consistent with the terms of this Agreement.
4. Grievance hearings usually will be held after the normal school dismissal time. If Level Five grievance hearings are scheduled between the Committee and the Association during the school day, the President or their designee, the grievant (one [1] grievant for a class grievance) and any

witnesses agreed to by the parties will be relieved from all regular duties without loss of pay or other benefits as necessary in order to permit their participation.

ARTICLE 35
USE OF SCHOOL FACILITIES

- A. After the close of school on school days, the Association shall have the right to use designated areas in school buildings for meetings of teachers provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal in advance. All requests for building use shall conform to Committee Rules and Regulations provided, however, that there shall be no cost to the Association for such meetings as long as there is no overtime custodial cost to the Committee involved.
- B. The Association may place one (1) bulletin board in each school building for the purpose of displaying notices, circulars and other Association materials. Copies of all such notices and materials will be given to the building Principal but his advance approval will not be required.
- C. No teacher will be prevented from wearing membership pins or other identification of membership in the Association or any other teacher organization.

ARTICLE 36
GENERAL

- A. There will be no reprisals of any kind against any teacher by reason of their membership in the Association or participation in its activities.
- B. Teachers will be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof will be grounds of any discipline or discrimination with respect to the professional employment of such teacher.
- C. Each of the parties acknowledges the rights, responsibilities and dignity of the other party and agrees to discharge its responsibilities affected by this Agreement and the desire for harmonious relations.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- E. The Committee and the Association both recognize that an efficient communication is an effective one and leads to a smoother dialogue between the parties involved. In order to achieve this goal, the Committee and the Association agree that all written communications will be acknowledged in writing and received by originator within a period of ten (10) school days.
- F. The Committee will, upon request, provide the Association with information, which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students if same can be supplied at a reasonable cost.

- G. The President of the Association will be provided with copies of the minutes of official Committee meetings, other than Executive Sessions, and all other available printed materials that are distributed to Committee members at official meetings as soon as possible after such meetings. A copy of the official agenda of Committee meetings and any attached documents will be given to the President prior to said meeting, when available.
- H. Current position specifications for all positions in the school system will be available in each Principal's Office.
- I. Payment for travel will be at the rate set by Town Ordinance.
- J. Three (3) copies of this Agreement shall be signed by representatives of the parties. One (1) copy shall be retained by the School Committee, one (1) by the WSEA, Unit A, and one (1) copy shall be filed in accordance with Massachusetts General Laws, Chapter 150E.
- K. Employees hired for less than a full school year will receive all benefits set forth in this Agreement on a pro rata basis based on the number of days of employment.
- L. Effective upon ratification of this agreement, the hourly rate for curriculum work shall be \$31.00. Effective September 1, 2017, the hourly rate for curriculum work shall be \$32.00. Effective September 1, 2018, the hourly rate for curriculum work shall be \$33.00.
- M. The Association President/Co-Presidents will be notified of the names of newly hired bargaining unit members and bargaining unit members who have retired, resigned, or are terminated. The Association President/Co-Presidents will be provided with a bargaining unit member's address if such information is necessary for the Association to enforce the provisions of this Agreement (e.g., fair share fee). In such event, the Association President/Co-Presidents will make a written request via email to the Superintendent for said information, and the Superintendent will respond via email within five (5) work days.

ARTICLE 37
JOB SHARING

Two (2) teachers with professional teacher status and both of whom are teaching in the same school may initiate a proposal for "job sharing" on a one (1) school year basis only by submitting said proposal in writing to the building principal, on or before January 31 on the school year preceding the start of the school year in which job sharing is to occur. The Association will receive a copy of all such proposals. As used herein, "job sharing" shall apply only to the sharing of all the duties of one (1) full-time existing vacant position or one (1) full-time position which is then occupied by one (1) of the two (2) teachers involved in the proposal, such that the cost of the job sharing does not exceed the cost of one (1) full-time teacher. Such a proposal must include the following:

1. A tentative work schedule for each job-sharing teacher for instructional time, non-instructional duties, and preparation time;
2. A description of how necessary parental communication will be maintained; and
3. A description of how communication between the job-sharing teachers will occur. Both job-sharing teachers shall be required to:

- a) Attend, without compensation in excess of that prorated to each job sharing teacher's part-time status, all teacher work days, professional development days, faculty meetings, assigned committee meetings, open houses, back-to-school nights, parents' night, department meetings, and other such meetings as are assigned or expected of full-time faculty members which are regularly scheduled or for which 24 hours' notice is given; and
- b) Plan, publish and maintain a schedule of office hours for student help that is approved by the principal, which schedule must provide opportunities for students to receive help both before and after school and may, with the approval of the principal, involve providing help to students of the other job-sharing teacher, and accept the schedule of classes assigned by the principal.

All compensation, benefits, hours of work, and other working conditions, including teaching load and preparation time, granted by this Agreement shall be prorated to each job sharing teacher's percentage of full-time employment, as currently calculated for less-than-full-time employees, except that there shall be an overlap of fifteen (15) minutes between the tours of duty scheduled each workday for an orderly transfer and information sharing and except further that only one (1) of the two (2) job sharing teachers will be eligible, as currently determined for less-than-full-time employees, for district supported health insurance benefits. It is recognized that, in the Town of West Springfield and according to state law, a teacher must work at least twenty (20) hours per week to qualify for district supported health insurance benefits.

Seniority during the period of job sharing will be computed as currently determined for part-time teachers under the provision of this Agreement.

The principal will review the proposal, with an immediate supervisor if appropriate, and discuss any concerns with the job-sharing 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 March 15 of the school year preceding the start of the school year in which job sharing is to occur with a copy thereof being forwarded to the Association. The Superintendent will forward a decision on the proposal to the job sharing teachers and the Association no later than April 15.

The Superintendent may approve or deny the proposal, and may at any time revoke or change any previously approved proposal, provided only that in the event the Superintendent denies or later revokes or changes the proposal the teachers who made the proposal along with the Association, will be entitled to reasons in writing. The decision of the Superintendent as to approval or denial of the proposal and any revocation or change thereof, will be final and binding and not grievable or arbitrable by any teacher in the bargaining unit or by the Association. If approved by the Superintendent, the specifics of the job sharing assignment and any subsequent changes thereto, will be reduced to writing, incorporating the provisions herein, for acceptance by, and signatures of, the two (2) job sharing teachers involved and the Association and delivered to the Superintendent no later than April 29 for the initial proposal and no later than ten (10) days prior to the implementation of any subsequent changes.

In the event that one of the job-sharing teachers is absent, the normal practice for covering teacher absences will be followed.

Job sharing teachers may be required to plan and/or teach together for the entire day up to the first five (5) teaching days of the school year. The job sharing teachers and their principal shall meet to discuss this issue in an attempt to arrive at a mutual agreement as to the amount of days. In the event they

cannot so mutually agree, the final decision shall be up to the principal, which decision shall be final and binding and not grievable or arbitrable by the job sharing teachers or the Association. These days shall be included within the compensation received for the proportionate time worked (i.e., if a 60% teacher, these days are included within the 60% compensation).

The job proposed to be shared will not be required to be posted for bidding as provided for in this Agreement unless it is a vacant position. Any such vacant position, which is filled through job sharing, shall be reposted for the following school year.

Upon approval of a job sharing proposal, neither of the two (2) job sharing teachers will thereafter displace or intrude upon the position of a less senior teacher to attain full-time status. This would not preclude a job sharing teacher from applying for full-time vacancies which arise to which no teacher on a recall list is entitled to be recalled. In the event that the job sharing arrangement is revoked or otherwise eliminated, the two (2) job sharing teachers will determine which one of them will fill the position which was formerly shared if it still exists. In the absence of agreement, seniority shall prevail. The job sharing teacher not filling the formerly shared position, or both job sharing teachers if the formerly shared position is not in existence, will be given preference for any full-time vacancies, if qualified. If there are no full-time vacancies available then they will be placed on a leave of absence without pay for the remainder of the school year and then the placement of the job-sharing teachers will be in accordance with Article 23.

In the event a resignation or leave of absence by one (1) of the job-sharing teachers becomes necessary, the remaining job sharing teacher will be given the option to assume the full-time position. In the event of the failure of the remaining job sharing teacher to assume the full-time position, the Committee will attempt to fill the vacancy subject to the terms of the job-sharing arrangement. In the event the Committee is unable to fill the vacancy subject to the terms of the job sharing arrangement, the remaining job sharing teacher will be placed on a leave of absence without pay for the remainder of the school year and then the placement of the job sharing teachers will be in accordance with this Agreement and the full-time position will be filled by the Committee.

Upon expiration of the job sharing arrangement, the placement of the job-sharing teachers will be in accordance with this Agreement.

The Committee and the Association shall have the right to modify the provisions of this Agreement, such as the providing of preparation time to enable implementation of a job-sharing proposal.

ARTICLE 38 **MANAGEMENT RIGHTS CLAUSE**

Except as specifically abridged, delegated, granted or modified by this Contract, or any supplement thereto, or by Chapter 150E of the General Laws of Massachusetts, all of the rights, powers, and authority held by the School Committee or their agents as designated by law, prior to the effective date of said Contract, and all rights and powers vested by law are retained by the School Committee and exercise of said rights, powers, and/or authority, shall not be subject to the grievance procedure and/or arbitration.

The Parties agree that the operation of the School Department of the Town of West Springfield the supervision of the employees and of their work, are the rights of the Committee or their agents as designated by law alone. Accordingly, subject to the provisions of this Agreement, the making of

reasonable rules to assure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed, and of employee competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of employees for just cause, without discrimination, are exclusive rights of the Committee or their agents. Consistent with Chapter 150E of the General Laws; the right to discuss terms and conditions of employment with employees and to inform them concerning employment matters remain exclusive rights of the Committee and its agents.

Subject to the provisions of this Contract, the wages, hours, and other conditions of employment applicable on the effective date of this Contract shall continue to be so applicable in accordance with the principles of past practices application. Past practice shall be defined according to the treatise, How Arbitration Works, 5th edition, dated February 1997, by Elkouri and Elkouri, specifically Chapter 12. Nothing contained herein shall affect the rights and obligations of the parties under Chapter 150E.

ARTICLE 39
NON-DISCRIMINATION

The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation, gender identity, military/veteran status, ancestry, genetics, age, disability, pregnancy, pregnancy related conditions, and/or national origin.

ARTICLE 40
DURATION

This Agreement will become effective August 28, 2019 and remain in full force and effect until August 27, 2022.

ARTICLE 41
AVAILABILITY OF AGREEMENT

This Agreement is available on the District's website (i.e., www.wsps.org).

ARTICLE 42
MISCELLANEOUS

DEPARTMENT CHAIRS

High School/Middle School: Differential pay will be computed at the prevailing salary ratio of each department chair (10 or more FTE teachers = 6%; 5 to 9 FTE teachers = 5%; 4 or fewer FTE teachers = 4%) plus \$100.

The school committee and the WSEA recognize that there are tasks that can only be accomplished during regular school hours. Middle School department chairs shall, in lieu of team time, receive one (1) period per week to perform the responsibilities of department chair. . High school department chairpersons' duty time will be used to perform the responsibilities of a department chair.

The department chairs will be expected to:

- Support and advise department members
- Conduct department meetings and record agenda/notes
- Ensure that department curriculum is implemented and maintained
- Support school improvement plans
- Attend department chair meetings
- Contribute toward development of a department budget and facilitate ordering of instructional materials
- Develop benchmark and/or other common assessments of respective curricula with department members
- Collect and analyze data from said assessments
- Facilitate faculty assignments and scheduling (HS)
- Facilitate use of 21st century skills into the curriculum and its delivery in order to improve student outcomes
- Support professional development within the department

SECONDARY LEVEL TEAM FACILITATORS

A stipend of \$2,500 per year shall be paid to each team leader up to a maximum of 13 teams (10 @ MS & 3 @ HS). Team Leaders shall not serve 2 consecutive 2 year terms.

Team Members shall select a person to be designated as team leader. The selection must be approved by the Principal. A Team Facilitator shall serve one 2-year term to facilitate rotation of responsibility within the team. The Team Facilitator must have a minimum of two (2) years experience in the West Springfield School system.

Due to the size of the team (18 persons), the Middle School Unified Arts Team may have co-team leaders for one (1) of two (2) year term. The co-leaders will split the duties as well as the salary of \$2,500 for each year.

No teacher shall hold both department chair and team facilitator positions in a given year.

NEW ENGLAND ASSOCIATION OF SCHOOLS AND COLLEGES (NEASC) CO-CHAIRS

NEASC Co-Chairs will receive an annual stipend of \$1,000 each, and will be allowed to use their duty time to perform NEASC responsibilities as directed by administration. This stipend will be paid the year preceding the NEASC Accreditation Review and the year of the NEASC Accreditation Review.

CO-CURRICULAR STIPENDS-EXTRA PAID ASSIGNMENTS

High School and Middle School

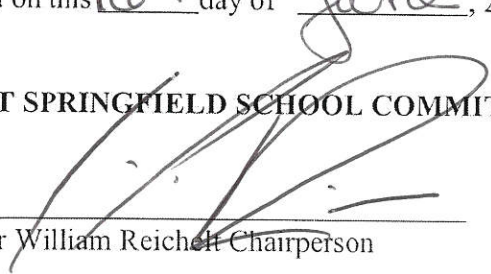
Annual activity reports shall be submitted by sponsors to the High School or the Middle School Principal or their respective designee. All individual activity reports will be subject to specific adjustments according to criteria of number of students, dates of meetings and weekend/extra responsibilities. The High School Activity Coordinator shall meet each May with the principal of the High School to review all activities and extra responsibilities, using annual reports as a database.

FORMATION OF NEW CLUBS/CO-CURRICULAR ACTIVITIES

- A.1. Up to two (2) new clubs/co-curricular activities may be approved for funding each year. Each new club/activity demonstrating a history of student interest and involvement from September to January may submit an application electronically by January 15 to the respective principal to be approved as a paid stipend position if funding is available. The WSEA President will be notified of any proposed activity or club, and will provide an electronic response regarding whether the Association supports the request. Any request to fund a new activity or club is subject to School Committee approval.
 2. The monetary stipend for the first year of each newly authorized club/activity shall be limited to four hundred dollars (\$400). Beginning with the second year that the club/activity is operational, the monetary stipend will be determined by the Superintendent of Schools and will be added into the existing Appendix A rate structure in use for that fiscal year.
 3. No other clubs or activities will be compensated except as provided in the agreement.
 4. All annual stipends (excluding coaching stipends) distributed in each academic year will be disbursed twice annually. The first distribution shall occur on or about the ninetieth (90th) day mark with the remaining funds disbursed at the close of the school year.
- B. Early childhood and elementary co-curricular stipends and extra-paid assignments
 1. Up to five hundred dollars (\$500) annually for sponsor stipends will be allocated for early childhood and elementary co-curricular activities held on an after-school basis, additional to previously approved Chorus and Band.
 2. The principals of the early childhood and elementary schools will apply to the Superintendent for these funds stating the proposed activity, time to be held and expected number of students. No single activity will exceed seven (7) sessions of 45 to 60 minutes each to be compensated at twelve dollars (\$12.00) per session. Teachers and other adults may instruct.
 3. The Early childhood and elementary co-curricular activity will be reviewed annually in April by the Joint Labor Committee.
- C. Annual activity reports for the club/co-curricular activity shall be submitted by the advisors to the principal of their respective building or their designee using the form titled: "West Springfield Public Schools Annual Report of Extra-Curricular Club or Activity" (available at: <http://staffinfo.wsps.org>). All individual activity stipends will be subject to specific adjustments according to criteria that include the number of students, dates of meetings, duration of meetings, and weekend/extra responsibilities. A club/co-curricular activity that is inactive for three (3) consecutive years will be deemed dormant and shall be eliminated. Funds for this club may be requested to be moved to other clubs at a Joint Labor Committee meeting in April.
- D. The Committee and the Association agree that the hourly rate for posted Outreach work will be twenty-two dollars (\$22) per hour for teachers and paraprofessionals.
- E. Peer to Peer observations that are conducted during designated prep time will be paid twenty-eight dollars (\$28) per hour.


IN WITNESS WHEREOF, the WEST SPRINGFIELD SCHOOL COMMITTEE and the WEST SPRINGFIELD EDUCATION ASSOCIATION, UNIT A, have caused this Agreement to be signed and sealed on this 16th day of June, 2019.

WEST SPRINGFIELD SCHOOL COMMITTEE




Mayor William Reichelt Chairperson

Signed and sealed in the presence of:



Witness

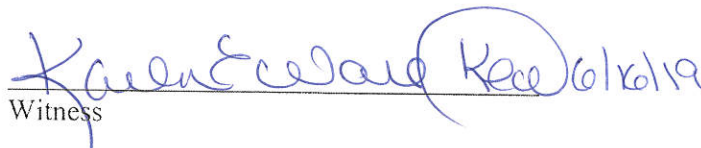
WEST SPRINGFIELD EDUCATION ASSOCIATION (UNIT A)



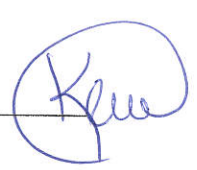
Darbie Pettengill, WSEA Co-President



John Franco, WSEA Co-President



Witness



Witness

6/17/19

APPENDIX A

WEST SPRINGFIELD PUBLIC SCHOOLS CO-CURRICULAR STIPENDS - EXTRA PAID ASSIGNMENTS

ACTIVITY	2019-2020	2020-2021	2021-2022
<u>HIGH SCHOOL</u>			
Senior Class	\$ 2,126	\$ 2,169	\$ 2,212
Junior Class	\$ 1,418	\$ 1,446	\$ 1,475
Sophomore Class	\$ 1,063	\$ 1,084	\$ 1,106
Freshman Class	\$ 708	\$ 722	\$ 736
Music Enrichment Lesson Program (M.E.L.P.)	\$ 3,000	\$ 3,000	\$ 3,000
Art Club	\$ 689	\$ 703	\$ 717
As Schools Match Wits	\$ 689	\$ 703	\$ 717
Band	\$ 2,769	\$ 2,824	\$ 2,880
Band (Jazz)	\$ 1,110	\$ 1,132	\$ 1,155
Band (Pep)	\$ 1,110	\$ 1,132	\$ 1,155
Business Club	\$ 689	\$ 703	\$ 717
Chess Club	\$ 689	\$ 703	\$ 717
Computer Club	\$ 1,007	\$ 1,027	\$ 1,048
Conservation Club	\$ 689	\$ 703	\$ 717
Creative Writing Club	\$ 689	\$ 703	\$ 717
Drama	\$ 689	\$ 703	\$ 717
Final Chapter	\$ 689	\$ 703	\$ 717
Fitness Club	\$ 689	\$ 703	\$ 717
Foreign Language	\$ 689	\$ 703	\$ 717
GSA	\$ 689	\$ 703	\$ 717
Guitar	\$ 689	\$ 703	\$ 717
History Club	\$ 689	\$ 703	\$ 717
Irish Cultural Club	\$ 689	\$ 703	\$ 717
Junior Statesman of America	\$ 689	\$ 703	\$ 717
Key Club	\$ 689	\$ 703	\$ 717
Mathletes	\$ 689	\$ 703	\$ 717
National Art Honor Society	\$ 689	\$ 703	\$ 717
Newspaper	\$ 1,634	\$ 1,667	\$ 1,700
PBIS	\$ 689	\$ 703	\$ 717
Pro merito/NHS	\$ 1,298	\$ 1,324	\$ 1,350
Renaissance Adviser 1	\$ 689	\$ 703	\$ 717
Renaissance Adviser 2	\$ 689	\$ 703	\$ 717
Robotics	\$ 689	\$ 703	\$ 717
Rock Climbing Club	\$ 689	\$ 703	\$ 717
SADD	\$ 689	\$ 703	\$ 717
Ski Club	\$ 1,063	\$ 1,084	\$ 1,106
Spanish National Honor Society	\$ 689	\$ 703	\$ 717
Student Activity Coordinator	\$ 689	\$ 703	\$ 717
Student Government	\$ 1,715	\$ 1,749	\$ 1,784
Terrier Buddies	\$ 689	\$ 703	\$ 717
Training Active Bystanders (TAB)	\$ 916	\$ 934	\$ 953

APPENDIX A (continued)

**WEST SPRINGFIELD PUBLIC SCHOOLS
CO-CURRICULAR STIPENDS - EXTRA PAID ASSIGNMENTS**

(Under the terms of the contract two new positions may be added annually)

ACTIVITY	2019-2020	2020-2021	2021-2022
<u>HIGH SCHOOL</u>			
Yearbook	\$ 1,444	\$ 1,473	\$ 1,502
Wildlife Club	\$ 689	\$ 703	\$ 717
WSHS Democrats	\$ 689	\$ 703	\$ 717
Zumba	\$ 689	\$ 703	\$ 717
High School DJ	\$ 796	\$ 812	\$ 828
<i><u>High School Play/Musical</u></i>			
Drama Advisor*	\$ 418	\$ 426	\$ 435
Photographer/Program Designer	\$ 293	\$ 299	\$ 305
Music Band Choreography Coach	\$ 796	\$ 812	\$ 828
Director Fall Play*	\$ 692	\$ 706	\$ 720
Technical Director Fall Play*	\$ 692	\$ 706	\$ 720
Producer Spring Musical*	\$ 692	\$ 706	\$ 720
Director Spring Musical*	\$ 692	\$ 706	\$ 720
Technical Director Spring Musical*	\$ 692	\$ 706	\$ 720
* May be shared and/or combined			
<u>ELEMENTARY</u>			
Chorus	\$ 689	\$ 703	\$ 717
Band	\$ 689	\$ 703	\$ 717
Creative Crafts (Fausey)	\$ 689	\$ 703	\$ 717
Floor Hockey (Fausey)	\$ 689	\$ 703	\$ 717
Newspaper (Fausey)	\$ 689	\$ 703	\$ 717
PE Club (Memorial)	\$ 689	\$ 703	\$ 717
Be the Change (Mittineague)	\$ 689	\$ 703	\$ 717
Youth Chorus Club (Mittineague)	\$ 689	\$ 703	\$ 717
Student Council (Tatham)	\$ 689	\$ 703	\$ 717
TBD (Elementary)	\$ 689	\$ 703	\$ 717
* May be shared and/or combined.			
Drama/Musical (Memorial)	\$ 167	\$ 170	\$ 173

APPENDIX A (continued)

**WEST SPRINGFIELD PUBLIC SCHOOLS
CO-CURRICULAR STIPENDS - EXTRA PAID ASSIGNMENTS**

ACTIVITY	2019-2020	2020-2021	2021-2022
<u>MIDDLE SCHOOL</u>			
Music Enrichment Lesson Program (M.E.L.P.)	\$ 3,000	\$ 3,000	\$ 3,000
American History Club	\$ 689	\$ 703	\$ 717
Art Club	\$ 689	\$ 703	\$ 717
Band (Concert)	\$ 1,730	\$ 1,765	\$ 1,800
Band (Jazz)	\$ 1,633	\$ 1,666	\$ 1,699
Broadcast/Communications Club	\$ 689	\$ 703	\$ 717
Charitable Sewing Club	\$ 689	\$ 703	\$ 717
Chess Club	\$ 689	\$ 703	\$ 717
Chorale & Ensemble	\$ 689	\$ 703	\$ 717
Chorus	\$ 1,122	\$ 1,144	\$ 1,167
Computer	\$ 1,053	\$ 1,074	\$ 1,095
Dance Club	\$ 689	\$ 703	\$ 717
Dungeons & Dragons Club	\$ 689	\$ 703	\$ 717
Engineering (Robotics)	\$ 689	\$ 703	\$ 717
Foreign Language Club	\$ 689	\$ 703	\$ 717
Garden Club	\$ 689	\$ 703	\$ 717
Gay Straight Alliance (GSA)	\$ 689	\$ 703	\$ 717
KARE	\$ 773	\$ 788	\$ 804
Learners In Need Of Kindness (LINKS)	\$ 689	\$ 703	\$ 717
Math Counts	\$ 807	\$ 823	\$ 839
National Jr. Honor Society	\$ 689	\$ 703	\$ 717
Newspaper	\$ 734	\$ 749	\$ 764
Pottery Club	\$ 689	\$ 703	\$ 717
Ski Club	\$ 905	\$ 923	\$ 941
Student Council	\$ 850	\$ 867	\$ 884
Yearbook	\$ 712	\$ 726	\$ 741
Middle School Audiovisual Coordinator	\$ 1,082	\$ 1,104	\$ 1,126
Drama	\$ 734	\$ 749	\$ 764
<u>Spring Musical (Middle School)*</u>			
Producer*	\$ 287	\$ 293	\$ 299
Drama Coach*	\$ 737	\$ 752	\$ 767
Musical Director*	\$ 737	\$ 752	\$ 767
Technical Director*	\$ 737	\$ 752	\$ 767
Business Director*	\$ 737	\$ 752	\$ 767
* May be shared and/or combined			
Middle School Intramurals	\$ 6,550	\$ 6,681	\$ 6,815

The total annual budget for Middle School Intramural coaching positions is to be divided equally among the number of activities scheduled and actually run in each year with a maximum stipend of \$790 per activity.

APPENDIX B
WEST SPRINGFIELD PUBLIC SCHOOLS
UNIT A SALARY SCALE
FY 2020

Across the Board 2% increase

Step	B	B+15	M	M+15	M+30	M+45	M+60	Doctorate
1	46,050		49,633	50,546	52,835	53,729	55,253	56,716
2	47,850		51,580	52,457	54,753	55,657	57,275	58,753
3	49,641		53,605	54,518	56,819	57,739	59,289	60,779
4	51,786		55,803	56,719	59,057	59,987	61,547	63,053
5	53,654		57,725	58,649	61,036	61,983	63,560	65,080
6	55,578		59,708	60,686	63,042	64,003	65,591	67,133
7	57,818		61,946	62,888	65,338	66,314	67,915	69,477
8	59,964		64,142	65,102	67,489	68,485	70,097	71,670
9	62,291		66,570	67,522	69,934	70,943	72,568	74,135
10	64,369		69,075	69,938	72,237	73,263	74,906	76,552
11	65,629		71,028	71,988	74,361	75,331	76,956	78,627
12			74,667	75,912	77,996	79,072	80,794	82,378
13			76,123	77,398	79,548	80,646	82,314	85,466
14					81,096	82,214	83,913	87,129
15	67,718	68,994	78,214	79,487	83,189	84,306	86,003	89,217
20	69,018	70,293	79,513	80,787	84,491	85,607	87,302	90,519
25	70,317	71,593	80,811	82,086	85,789	86,905	88,603	91,817

NOTE: Bargaining unit members did not receive a step advancement in FY12. However, said year is not excluded from the longevity-based salary step calculations below.

***Longevity-Based Salary Steps**

Eligibility shall be as follows:

1. **Step 15:** Fourteen (14) years of experience, five (5) of which must be in West Springfield, effective September 1, 2004.
2. **Step 20:** Nineteen (19) years of experience, five (5) of which must be in West Springfield.
3. **Step 25:** Nineteen (19) years of experience, fifteen (15) of which must be in West Springfield.

APPENDIX B (continued)
WEST SPRINGFIELD PUBLIC SCHOOLS
UNIT A SALARY SCALE
FY 2021

Across the Board 2% increase

Step	B	B+15	M	M+15	M+30	M+45	M+60	Doctorate
1	46,971		50,626	51,557	53,892	54,804	56,358	57,850
2	48,807		52,612	53,506	55,848	56,770	58,421	59,928
3	50,634		54,677	55,608	57,955	58,894	60,475	61,995
4	52,822		56,919	57,853	60,238	61,187	62,778	64,314
5	54,727		58,880	59,822	62,257	63,223	64,831	66,382
6	56,690		60,902	61,900	64,303	65,283	66,903	68,476
7	58,974		63,185	64,146	66,645	67,640	69,273	70,867
8	61,163		65,425	66,404	68,839	69,855	71,499	73,103
9	63,537		67,901	68,872	71,333	72,362	74,019	75,618
10	65,656		70,457	71,337	73,682	74,728	76,404	78,083
11	66,942		72,449	73,428	75,848	76,838	78,495	80,200
12			76,160	77,430	79,556	80,653	82,410	84,026
13			77,645	78,946	81,139	82,259	83,960	87,175
14					82,718	83,858	85,591	88,872
15	69,072	70,374	79,778	81,077	84,853	85,992	87,723	91,001
20	70,398	71,699	81,103	82,403	86,181	87,319	89,048	92,329
25	71,723	73,025	82,427	83,728	87,505	88,643	90,375	93,653

NOTE: Bargaining unit members did not receive a step advancement in FY12. However, said year is not excluded from the longevity-based salary step calculations below.

***Longevity-Based Salary Steps**

Eligibility shall be as follows:

1. **Step 15:** Fourteen (14) years of experience, five (5) of which must be in West Springfield, effective September 1, 2004.
2. **Step 20:** Nineteen (19) years of experience, five (5) of which must be in West Springfield.
3. **Step 25:** Nineteen (19) years of experience, fifteen (15) of which must be in West Springfield.

APPENDIX B (continued)
WEST SPRINGFIELD PUBLIC SCHOOLS
UNIT A SALARY SCALE
FY 2022

Across the Board 2% increase

Step	B	B+15	M	M+15	M+30	M+45	M+60	Doctorate
1	47,910		51,639	52,588	54,970	55,900	57,485	59,007
2	49,783		53,664	54,576	56,965	57,905	59,589	61,127
3	51,647		55,771	56,720	59,114	60,072	61,685	63,235
4	53,878		58,057	59,010	61,443	62,411	64,034	65,600
5	55,822		60,058	61,018	63,502	64,487	66,128	67,710
6	57,824		62,120	63,138	65,589	66,589	68,241	69,846
7	60,153		64,449	65,429	67,978	68,993	70,658	72,284
8	62,386		66,734	67,732	70,216	71,252	72,929	74,565
9	64,808		69,259	70,249	72,760	73,809	75,499	77,130
10	66,969		71,866	72,764	75,156	76,223	77,932	79,645
11	68,281		73,898	74,897	77,365	78,375	80,065	81,804
12			77,683	78,979	81,147	82,266	84,058	85,707
13			79,198	80,525	82,762	83,904	85,639	88,919
14					84,372	85,535	87,303	90,649
15	70,453	71,781	81,374	82,699	86,550	87,712	89,477	92,821
20	71,806	73,133	82,725	84,051	87,905	89,065	90,829	94,176
25	73,157	74,486	84,076	85,403	89,255	90,416	92,183	95,526

NOTE: Bargaining unit members did not receive a step advancement in FY12. However, said year is not excluded from the longevity-based salary step calculations below.

***Longevity-Based Salary Steps**

Eligibility shall be as follows:

1. **Step 15:** Fourteen (14) years of experience, five (5) of which must be in West Springfield, effective September 1, 2004.
2. **Step 20:** Nineteen (19) years of experience, five (5) of which must be in West Springfield.
3. **Step 25:** Nineteen (19) years of experience, fifteen (15) of which must be in West Springfield.

APPENDIX C

WEST SPRINGFIELD PUBLIC SCHOOLS ACADEMIC SUPPORT

A. .5 FTE COBURN DEAN OF STUDENTS

The person presently serving as one (1) half-time Coburn Dean of Students and as one (1) half-time teacher will be considered a member of Unit a for contractual coverage. The salary of this person will be determined as a combination of the following:

- 1) Fifty percent (50%) of the amount of their proper step and degree level based on the Teachers' Salary Schedule.
- 2) An additional four percent (4%) of the amount of their proper step and degree level based on the Teachers' Salary Schedule for one (1) half-time Dean.

B. ELL ASSISTANT DIRECTOR/TEACHER

The person presently serving as ELL teacher and as ELL Assistant Director will be considered a member of Unit A for contractual coverage. The salary of this person will be determined as a combination of the following:

- 1) The number of classes taught by this person as ELL teacher will be calculated as a percentage of their FTE. This percentage (i.e., the time worked as a teacher) will be compensated at their proper step and degree level based on the Teachers' Salary Schedule.
- 2) The remaining portion of the person's FTE will be spent as ELL Assistant Director. As ELL Assistant Director, the person will receive an additional four percent (4%) of the amount of their proper step and degree level based on the Teachers' Salary Schedule for the percentage of their FTE worked as ELL Assistant Director.

C. ACADEMIC COACHES

The position of academic coach shall be paid according to the salary schedule in Appendix B. The position of academic coach will work a work day consistent with that of a teacher's work day. The position of academic coach shall be posted pursuant to the provisions of Article 15 where there is a vacancy in the position.

APPENDIX D

**WEST SPRINGFIELD PUBLIC SCHOOLS
SALARIES FOR COACHING**

LEVEL	FY2020	FY2020	FY2021	FY2021	FY2022	LONGEVITY STEPS (for all contract years)				
						Step 2	Step 3	Step 4	Step 5	
	Varsity	Assistant	Varsity	Assistant	Varsity	(Add to base Step 1 rate)				
	Head Coach	Coach	Head Coach	Coach	Head Coach					
	Step 1	Step 1	Step 1	Step 1	Step 1					
	Base Rate	Base Rate	Base Rate	Base Rate	Base Rate					
Football										
I	Head Coach	\$4,700								
	Asst. Coach		\$4,794		\$4,890	\$600	\$1,200	\$1,400	\$1,600	
I		\$2,900		\$2,958		\$350	\$700			
					\$3,017					
Basketball, Hockey, Wrestling										
II	Head Coach	\$3,700								
	Asst. Coach		\$3,774		\$3,849	\$450	\$900	\$1,100	\$1,300	
II		\$2,500		\$2,550		\$300	\$600			
					\$2,601					
Baseball, Field Hockey, Lacrosse, Soccer, Softball, Swimming, Track, Track (Indoor), Volleyball										
III	Head Coach	\$3,100								
	Asst. Coach		\$3,162		\$3,225	\$400	\$800	\$1,000	\$1,200	
III		\$2,100		\$2,142		\$250	\$500			
					\$2,185					
Cheerleading (Fall), Cheerleading (Winter), Cross Country, Golf, Skiing, Tennis										
IV	Head Coach	\$2,500								
	Asst. Coach		\$2,550		\$2,601	\$400	\$800	\$1,000	\$1,200	
IV		\$1,900		\$1,938		\$250	\$500			
					\$1,977					

NOTE: LONGEVITY STEPS
Step 2 to 5 are not cumulative. Add the amount in the step column to the base rate to get the appropriate annual rate. For example, a soccer head coach entering their 4th season would be paid at a Level III, Step 4 Head Coach and would add \$1,000 to the Annual Base rate (pay would calculate to \$4,100 in FY2020).

Additional Payments:
Head Coach assuming duties for both Boys and Girls teams (same sport/same season) will receive a 15% increase to base pay.

CODE OF ETHICS OF THE EDUCATION PROFESSION

Adopted at the 1975 NEA Representative Assembly

PREAMBLE

The educator, believing in the worth and dignity for each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

PRINCIPLE I

Commitment to the Student

The educator strives to help each student realize their potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator-

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, sexual orientation, unfairly:
 - a. Exclude any student from participation in any program.
 - b. Deny benefits to any student.
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II
Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator –

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent their professional qualifications.
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

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