

AGREEMENT
between the
CHICOPEE SCHOOL COMMITTEE
and the
CHICOPEE EDUCATION ASSOCIATION
UNIT A

Effective August ____, 2014 to August ____, 2017

THIS AGREEMENT IS MADE AND ENTERED INTO on this day of August, 2014 by and between the CITY OF CHICOPEE acting through its SCHOOL COMMITTEE (hereinafter referred to as the "Committee") AND THE CHICOPEE EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

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ARTICLE I

RECOGNITION

- A. The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of a unit to be known as "Unit A" consisting of all professional teaching employees of the Chicopee School System including:

All classroom teachers, resource teachers, special needs teachers, librarians, adjustment counselors, guidance counselors, counselor examiners, school psychologists, professional broadcast engineer/teacher, physical therapists, occupational therapists, rehabilitation coordinator, teachers of the visually impaired, speech & language therapists, speech and language pathologist assistants, instructional media specialists in A. V, coaches, night school teachers, summer school teachers, after school enrichment teachers, and advisors of extra-curricular activities, High School Summer Program Director, Elementary/Middle School Summer Program Director; but excluding: the superintendent, assistant superintendent, the business manager, assistant for curriculum, principals, and all members of Unit B and all other employees who do not share the same community of interest, with the members of this bargaining unit.

Unless otherwise indicated the employees in the above unit will be hereafter referred to as the "teachers".

- B. The Committee, popularly elected and subject to applicable federal, state, and municipal law, is obligated and mandated to maintain the public schools of Chicopee.

Operating in accordance with said laws and limited only by the express terms of this Agreement, the Committee has and will continue to exercise its managerial functions which include but are not limited to: (1) full and exclusive control of the schools and school system; (2) full and exclusive control of all of its employees, including but not limited to the right to hire, schedule, promote, transfer, demote, or release employees, and the right to discipline, suspend, and discharge such employees with Just Cause; and (3) determining and administering school department policies.

The Committee retains all powers, rights and duties it had prior to this Agreement and the exercise of the foregoing powers, duties and responsibilities by the Committee in carrying out this mandate under the law shall be limited, abridged, delegated, or modified only by the express terms of this Agreement, any supplement thereto, and relevant state and federal law. The failure of the Committee to exercise any such right or power reserved to it or the exercise by it of any such right in a particular way shall not be deemed to be a waiver nor a restriction of any such exercise of rights or lack thereof.

ARTICLE II NEGOTIATING PROCEDURE

- A. Not later than November 1 of the preceding calendar year in which this Agreement expires, the Committee and the Association agree to enter into negotiations over a successor agreement concerning teachers' wages, hours, and other conditions of their employment. When, by mutual agreement, negotiations are scheduled during the school day, five (5) members of the negotiating team as designated by the president will be relieved, from all regular duties without loss of pay, or loss of accumulated sick leave, or personal leave as necessary in order to permit their participation in such meetings.
- B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the term of this Agreement, each unqualifiedly and voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though the subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. Except as this Agreement shall hereinafter otherwise provide, all conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the School Committee's rules and policies in force on said date, shall continue to be so applicable during the life of this Agreement. Nothing in this Agreement which changes preexisting School Committee rules and policies shall operate retroactively.
- E. This Agreement constitutes School Committee policy for the term of said Agreement and the School Committee shall carry out the commitments contained herein and give them full force and effect as School Committee policy. The School Committee shall amend its rules and policies and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- F. The Association will prepare the final Unit A contract. Two (2) originals and an electronic copy of the contract will be given to the School Committee.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which involves the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest appropriate administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Subject to the provisions of Level Five of this article, nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
3. The Association shall have the right to initiate an individual grievance at Level Two of the grievance procedure. If the Superintendent or his/her designee believes after the meeting that the grievance is more appropriate for initiation at Level One, such grievance shall be returned to Level One and processed accordingly, with the understanding by the parties that said grievance has been processed in a timely manner if filed by the Association within thirty (30) school days after the individual teacher concerned knew or should have known of the act or condition on which the grievance is based.

C. Procedure

All time limits herein shall consist of calendar days exclusive of Saturdays, Sundays, and legal holidays. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing.

In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this Contract using the normal time limits set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.

1. Level One

The teacher with an alleged grievance shall discuss the grievance at a mutually-agreed time with the Principal or his/her designee. The Principal or his/her designee shall honor the request for discussion of the alleged grievance within three (3) days.

A teacher will have within fifteen (15) school days to file a Step 1 grievance after the teacher knew or should have known of the act or condition on which the grievance is based. A teacher will have up to fifteen (15) school days at the beginning of the school year to file a grievance if the grievance action occurred during the summer months when school was not in session. If the act or condition on which the grievance is based occurs fewer than fifteen (15) school days before the end of the school year, then the grievance must be filed within fifteen (15) days (exclusive of weekends) after the teacher knew or should have known of the act or condition.

2. Level Two

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools, or his/her designee as long as such designee is not a member of a unit, signed by the grievant or any authorized officer of the Association.

(b) The Superintendent or his/her designee will represent the administration at this level of the grievance procedure. Within seven (7) days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the aggrieved person in an effort to resolve it.

(c) At his/her level, the Superintendent is to be sure that if the grievant is not a member of the CEA, that the CEA is notified of the date, time, and place for the grievance so that the CEA may be present to state its views.

3. Level Three: Committee on Employee Relations

The parties agree to establish and maintain, during the life of this Agreement, a joint Committee on Employee Relations, which shall consist of four (4) representatives of the Association, appointed by the President of the Association, and four (4) representatives of the School Committee (which may be School Committee members or members of the administration), designated by the School Committee, one (1) of each will be the designated spokesperson. The

representatives may be accompanied by advisors of their own choosing at any meeting. The members of the Committee may, from time to time, change depending on the issues pending before the Committee.

The purposes of this Committee shall be: 1) to foster good labor management relations through the implementation of the terms of this Agreement; 2) to seek to resolve, consistent with this Agreement, problems or disputes arising under this Agreement; 3) where appropriate, to seek the resolution of grievances consistent with the terms of this Agreement; and 4) where appropriate, subject to the provisions of this section, to enter into mutual agreements to effectuate the terms of this Agreement.

No person or body referenced in this section shall have the authority to alter, amend, extend or revise any term of this Agreement. This Committee may enter into binding agreements only to the extent consistent with the collective bargaining agreement. Any deviations or resolutions involving the expenditure of funds must be authorized by the School Committee and/or Association.

Unless the parties mutually agree to place an item on the agenda, only those issues which have been filed as a grievance and rejected by the Superintendent or designee at Level Two of the Grievance Procedure are eligible for consideration. Time limits for filing at Level Four will be stayed pending the consideration of a grievance by the Employee/School Committee Relations Committee.

Meetings shall be scheduled on a monthly basis during the school year at a mutually agreeable date and time. A written schedule shall be issued after the first meeting of the school year of meeting dates for the remainder of that year. Procedures with respect to conduct of the meetings shall be established by the Employee Relations Committee.

4. Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within seven (7) days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the Committee. Within fourteen (14) days after receiving the written grievance or the second Wednesday of the month, whichever is sooner after receiving the grievance, the School Committee will meet with the aggrieved person for the purpose of resolving the grievance.

The Association may choose to submit a Level Four presentation in writing instead of orally. The School Committee has the right at its option to have an oral presentation at a subsequent regular School Committee meeting date mutually agreeable to the parties. If an oral presentation is required by the School

Committee, it must request such presentation in writing within fourteen (14) days after the written presentation is considered by the School Committee. The School Committee must respond to the grievance within fourteen (14) days of the final presentation.

5. Level Five

- (a) If the Association does not accept the School Committee Level Four response or if a response is not given by the School Committee, the Association may submit the matter to arbitration by filing a written demand with the American Arbitration Association. This written demand to the American Arbitration Association must be filed no later than thirty (30) days of receipt of the School Committee Level Four response or not later than forty-five (45) days from the day when the School Committee Level Three response was due, whichever is applicable. Disputes regarding filing for arbitration shall be resolved by reviewing the American Arbitration Association's time and date stamp. The parties agree that if an extension is requested by either side within the above-referenced time limits, such extension will be granted.
- (b) The party seeking arbitration may request a list of arbitrators from the American Arbitration Association. The parties will be bound by the current rules and procedures of said Association in the selection of an arbitrator.
- (c) The arbitrator so selected will confer with the School Committee and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement nor will he/she be permitted to interpret the intention of the parties at the time they negotiated said Agreement. The decision of the arbitrator will be submitted to the School Committee and to the Association, and, subject to law, will be final and binding on all disputes arising under Articles I through IV, Articles XIV through XXXI, Appendix A and Appendix B, provided that the arbitrator shall not usurp the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement. On all disputes arising under Article V through XIII, the decision of the arbitrator will be final and binding unless the School Committee within seven (7) calendar days after the decision has been rendered, makes a written statement to the Association that it has rejected,

by a majority vote of the full School Committee, the opinion of the arbitrator and which sets forth the reasons for its rejection.

- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
- (e) Teachers subject to discharge and/or suspension must elect between pursuing the grievance arbitration provisions of the collective bargaining agreement or the statutory arbitration procedures outlined in Massachusetts General Laws Chapter 71. Once one forum is selected, the other is foreclosed to the teacher.

D. Rights of Teachers to Representation

- 1. No reprisals of any kind will be taken by the School Committee or by any member of the administration or by the Association, the Massachusetts Teachers Association, or the National Education Association Against any party in interest, and School Representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association. When a teacher is not represented by the Association and the grievance procedure progresses to Level Two, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

- 1. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing over the signature of the President of the Association to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

Notwithstanding the above and in acknowledgement of the parties mutual intent to secure resolution of problems arising under the collective bargaining agreement at that lowest possible level, the parties agree that, after meeting at Level II in a class action grievance, initiated at that Level, the Superintendent or his/her designee may return the grievance to Level I for further processing.

The determination of the Superintendent or his/her designee to return a grievance to Level I will be based on the following criteria:

there has been no prior meaningful discussions between the parties at Level I,

the grievance involved originated in and is building oriented regardless of the number of people involved, and

the administrator at Level I has authority to resolve the grievance.

The parties agree that the above-referenced procedure and criteria will be followed in the processing of future class action grievances (as defined in Section 1 above) unless modified by agreement of the parties in writing.

In order to facilitate the parties' intent in providing opportunity for full and complete consideration of grievances at Level Four meetings at Level Four between the School Committee and the Association will be scheduled on a regular monthly basis. Such meetings, from September through June, will be held apart from regular meetings of the School Committee for the express purpose of hearing grievances, normally on the second Wednesday evening of each month. Should either party be unavailable, a mutually agreeable alternate date will be established. Any Level Four meeting held during July and August will be subject to agreement by the parties.

2. When a grievance has not been settled at Level One, decisions rendered at Levels Two, and Four of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Five will be in accordance with the procedures set forth in Section C, paragraph 4(c).
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. These forms must be used for any grievance filed.
5. If a grievance hearing is to be held during the school day under Level Five of the grievance procedure (hearing before arbitrator), not more than five (5) teacher representatives will be released without loss of pay for the time necessary to conduct the grievance hearing. If additional witnesses are necessary to conduct the grievance hearing, a list of such witnesses will be provided to the school

administration office (Superintendent's office) at least seven (7) days before the scheduled date for the grievance. Such list shall indicate the approximate time necessary for such an extra witness to testify, and scheduling to permit such witnesses to leave their regular assignment will be arranged, with the understanding that such extra witnesses will return to work promptly after testifying. In like manner, the same procedures will be in force for any fact finding, or the like, which may arise under the provisions for General Laws Chapter 150E, which might be held during regular school hours.

6. The Committee will make available, upon request, such records and other documents which the Association feels are pertinent to the processing of a grievance.
7. When it is necessary, pursuant to Article III Grievance Procedure, for a representative of the Association to attend a grievance meeting or hearing, commencing with Level Two thereof during a school day, he/she will, upon notice to his/her principal or immediate superior and to the Superintendent, be released without loss of pay or charge against any leave as necessary in order to permit participation in the foregoing activities, provided he/she can be released without detriment to the educational program. Any teacher whose appearance in a grievance hearing as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

ARTICLE IV SALARIES

- A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.
- B. Salary payments shall be made in equal biweekly installments, the first payments in each school year to be made not later than the third Friday of said school year and biweekly thereafter, the last of said biweekly payments to be no later than the last Friday in June.
- C. Every effort will be made to guarantee the privacy of teachers' paychecks.

ARTICLE V TEACHING HOURS AND TEACHING LOAD

- A. The workday of personnel covered by the Classroom Teachers Salary Schedule will begin fifteen (15) minutes before the student starting time. Each teacher will be in his/her school building and available for duty after the closing of school for ten (10) minutes.

It is understood that, except in schools where teachers are performing bus duty, the ten (10) minutes after school closing shall be non-assignable time. Teachers shall not be assigned contact minutes, meetings or duties during this time frame but they will be responsible for taking care of those details which usually are connected with the closing of the daily session.

It is understood that teachers may on occasion, with the permission of building principals, leave school prior to the end of the ten (10) minutes to attend to emergencies or urgent personal matters that could not have been scheduled in a manner to allow the teacher to remain for the entire ten (10) minute period.

It is also understood that teachers who have extracurricular assignments after school, such as clubs, arts or sports may report to their assignments during the ten (10) minutes following school closing.

The parties to this Agreement agree that ten (10) minutes may, on occasion, be insufficient to meet with the pupils who may wish assistance or advice, for makeup nights, for supervision of detention sessions in accordance with present administrative practice, and for situations beyond the control of school officials; on such occasions, the ten (10) minute limit does not apply. Elementary teachers are expected to be at their work stations ready to receive and supervise students at 8:30 a.m.

- B. 1. The work year for teachers will be 185 workdays. There will be 180 instructional days and five (5) non-instructional days. Teachers shall commence work on a working day that is no earlier than August 26. All instructional days will be scheduled between no earlier than the fourth working day of the work year and June 30. If the School Committee desires to start the work year before August 26, the Committee and the Association agree to meet and discuss the request.

The "work year" will include days when pupils are in attendance, or orientation days at the beginning of the school year, conference days, and any other days on which teacher attendance is required. It is expressly understood that days on which teacher attendance is not required or when students and teachers are dismissed early after reporting because of inclement weather (i.e., storm days), will not be included in computing the work year of teachers.

2. Flexible Scheduling - Counselors and librarians (grades 9-12) who perform services but do not meet classes on a regular basis may be required to work a flex time schedule.

The schedule shall fall within a 7:00 a.m. to 3:30 p.m. day and not exceed six (6) hours and thirty-three (33) minutes of consecutive time which shall include a duty-free lunch period.

Flex time changes shall be done on a monthly basis with proper notice to the employee

Volunteers shall be first requested, from the counselors and librarians, to work a flex time schedule. However, the principal reserves the right to assign a flex schedule if there are no, or not enough, volunteers as long as reasonable advance notification is provided to the counselor or librarian.

- C.
 - 1. Teachers other than those new to the system, may be required to remain after the end of the regular workday without additional compensation for up to twenty-five (25) meetings each school year which shall include meetings cancelled by School Administration. Under normal conditions, said meetings will not be scheduled for less than one (1) hour in length. The principal, after meeting and receiving input from staff on the number of meetings and their length of time, will schedule the meetings, not to exceed twenty-five (25) meetings, which cumulatively will not exceed twenty-five (25) hours. New teachers may, in addition, be required to attend a reasonable number of orientation and in-service training meetings.
 - 2. The rules governing teacher attendance at evening meetings (such as parent-teacher conferences) will be as follows:
 - (a) Elementary and Secondary Schools will be closed for one-half (1/2) day up to two (2) separate days per year in order to attend evening meetings, such as Open House. Any change from the current practice requires a site decision by the Unit A members and principal. Attendance at all other evening meetings will be at the option of the individual teacher.
 - (b) Each teacher will make himself available for conferences when parents request such conferences, or when the teacher considers them desirable. To the extent possible, said conferences will be scheduled on school days after the dismissal of the students. Where such scheduling is not possible, said conferences will be scheduled at some other mutually agreed-upon time.
- D.
 - 1.
 - (a) All elementary (Pre K-5) and Middle School teachers shall have a thirty (30) minute duty-free lunch period during the work day.
 - (b) All secondary teachers shall have a duty-free lunch period equal to the students' lunch, but in no event shall the lunch period be less than twenty-five (25) minutes.
 - 2. High School teachers and Middle School classroom teachers will have one (1) class period for preparation each day during which they will not be assigned to any other duties.

3. There will be a daily forty-five (45) consecutive minute preparation period for all elementary teachers, including resource teachers.
 4. The Chicopee School Committee and the Chicopee Education Association both recognize that in order to maintain an appropriate level of educational services to students, time must be set aside periodically for meetings between teachers, administrators and others for such purposes as grade level meetings for discussing and monitoring student adjustment and progress including the development of strategies for improving student adjustment and progress. Therefore, the Committee and the Association agree to cooperate and allow the current practices relating to the scheduling and conduct of such periodic meetings at the elementary schools to continue. Such periodic meetings may be scheduled to take place during the school workday.
 5. Effective 2014-2015, the duties at the high schools, including the Academy, shall be reduced for the purposes of creating more collaboration/prep time for teachers. Teachers shall receive three (3) hours per month. Such time shall be used solely at the discretion of the teachers.
 6. At the Middle Schools, a minimum of three (3) hours per month of team planning time shall be set aside for teacher collaboration/prep time. Such time shall be used solely at the discretion of the teachers.
- E. 1. Academic subject area high school teachers and academic subject area teachers in grades 7 and 8, except resource teachers at these levels may be assigned up to, but not more than, five (5) teaching periods, one (1) student supervision period, and one (1) homeroom period per day, in addition to the regular pre-school and post-school assignment. To the extent reasonably possible, and consistent with the need to protect classroom equipment, homeroom assignments and study halls shall be rotated annually among teachers on a fair and equitable basis.

High School Academic SPED Teacher: The following understanding relates just to High School Academic SPED Teachers who teach at least four (4) academic subjects (defined as either Math, English, Science, or Social Studies), three (3) of which are the same academic subject. This excludes teachers who teach in self-contained classrooms, Lindamood Bell, and Read 180 as well as Inclusion teachers.

Commencing in the second year of the collective bargaining agreement (2008-2009), the District will use its best efforts to limit the workday of these teachers to five (5) teaching periods. If a teacher in this category is assigned a sixth teaching period, he/she will be paid a daily stipend of \$30 for the extra period.

The Committee will make reasonable efforts to avoid scheduling High School Academic SPED teachers to teach multiple academic subjects.

2. Secondary SPED Teachers excluding those referenced in E-1: Secondary resource teachers and career and technical/occupational teachers will not have more than six (6) teaching periods per day and will be assigned one (1) preparation period per day, except in emergencies. Any teacher who teaches six (6) periods per day will not be assigned homeroom duties in addition to their regular pre-school and post-school assignments.
 3. Academic teachers in Grades 7 through 12, except resource teachers, except those high school SPED teachers referenced in Section E-1, will not be required to teach more than two (2) subjects and not more than a total of three (3) teaching preparations within said subjects at any one time.
 4. Notwithstanding the provision of Article V, Section E-1 above, the Superintendent or his/her designee shall specify one (1) resource teacher in the area of art at the high school level who shall teach no more than five (5) periods per day and who shall utilize one (1) period per day to perform those duties usually performed by department heads except supervision and evaluation of teachers.
- F. By September 20, the Administration shall notify a teacher of any and all English Language Learners assigned to his/her classroom. If a student is assigned to a teacher's classroom mid-year, the teacher shall be notified within ten (10) work days of the student's ELL status.
- G. Exceptions to the provisions of Section D or E above may be made only if it is necessary to do so in the best interests of the educational process.
- H. Teachers are encouraged to participate in extracurricular activities. The decision to participate is voluntary on the part of the teacher.
- I. The Board of Directors of the Association will be permitted to meet after regular work hours once a month on a day of its choosing. Such personnel will not be required to attend any after school meetings scheduled by the Administration on that day, provided three days' notice (weekends and holidays excluded) is given to the Administration, stating the date and time of such meeting.
- Additionally, on the first day of school, the Association will have fifteen (15) minutes before lunch to speak with its membership.
- J. Subject to the provisions of Article V, C-1, whenever the professional skills of a teacher are required by the School Department for service to a student with special needs under

Chapter 766 of the General Laws, beyond the regular working day, and the period of time during which teachers are generally available for after school assistance to students, such teacher will be paid at an hourly rate to be determined by dividing his/her current base salary by the total number of teacher work days in the current school year and that daily rate divided by the number of hours per regular working day for the hourly rate. In all cases, required extended services must have the prior written approval of the Superintendent of Schools.

- K. Days on which two final exams are given will be one-half (1/2) days for students so that teachers at the high school level can correct the exams. Faculty meetings, department meetings, or any other meetings will not be held on days mid-term or final exams are given, except in emergencies.
- L. Team teaching assignments shall be on a voluntary basis.
- M. The School Committee's Article V, Section D-2, D-3, Section E (1-3), the Association's Article V Common Planning and Article VII Pre-K-5 Resource Teacher proposals will be referred to a study committee.

The parties agree that a contract re-opener clause will allow either party to request negotiations pertaining to these specific workload issues after the study committee has completed its deliberations. Both sides agree that the re-opener language requires negotiations but not necessarily agreement to change the current contract workload language.

- N. High School student advisory periods will be used according to the New England Association of Schools and Colleges (NEASC) guidelines.
- O. The Superintendent and Association President will each select two (2) members to serve on a committee to review the current student tardy policy, the current temporary student identification badges' policy and the current notification of parents prior to student discipline policy at each High School. This Committee will make recommendations on ways to improve each policy. The Superintendent and Association President will meet to discuss the recommendations and time frame to implement any changes.

ARTICLE VI CLASS SIZE

The Committee agrees to attempt to implement the following class size maxima to the extent physically feasible:

- A. Elementary Schools:

Kindergarten — 3 rd Grade	25
4 th Grade – 5 th Grade	27
Sixth Grade through Eighth Grade	30

B. Secondary Schools:

Academic Subjects	30
Science Laboratories	20
Shop	20
Art	20
Drafting	20
Career and Technical Education	State Guidelines
Physical Education	30
Band and Choral Instruction	No limit

Remedial reading, speech therapy, resource teachers - class size will be reasonable so that a teacher can manage the workload without undue problems.

- C. The School Committee and the Chicopee Education Association recognize that the innovations and experimentations in education will from time to time necessitate going beyond the limits prescribed in A. and B. of this Article. Experimental programs will not continue longer than two (2) years on an experimental basis but will either be adopted or discontinued by the Committee.

Since such innovations and experimentations are the result of the exercise of discretionary powers by the Committee, the adoption of such changes as regular education procedure shall not be subject to any proceedings under Article III of this Agreement. In the event the Committee adopts such changes, it agrees that it will enter into immediate negotiations with the Association concerning the effect of said changes on the wages, hours and working conditions of the teachers involved.

- D. The parties agree that in all schools prior to October 15 of each school year and in the high schools between the beginning of the second semester and March 1 of each school year, the above class size limitation provisions shall apply and be administered in accordance with present practice. However, after these dates the Committee may increase class size only as follows:

1. By only one student if that student is "main-streamed" under Chapter 766 by the Special Education Department.
2. By up to two students if those students move in from outside of the City or from another school's district within the City, as long as neither student is under the auspices of Chapter 766 as noted in "1" above.

ARTICLE VII
RESOURCE TEACHERS

- A. A resource teacher is a teacher who supplements and reinforces the regular classroom teacher by providing classroom instruction in a specific area. All references to Specialists will be changed to Resource Teachers. The parties agree to form a subcommittee to discuss the definition of "Resource Teacher."
- B. Except as provided in Article XXIX, no one presently on the resource staff will be separated during the life of this Agreement. As vacancies arise due to retirements, resignations, non-tenure departures, and death, the question of refilling the vacancy will be determined individually as it occurs. This provision is not intended to limit the right of the School Committee to dismiss teachers in case of reduction in the number of pupils as provided under General Laws, Chapter 71, Section 42.
- C. A supply cupboard will be provided in each elementary school for all resource personnel working in that building, if feasible.

ARTICLE VIII
NON-TEACHING DUTIES

The School Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

- A. Teachers will not be required to perform the following duties:
 - 1. Non-professional assignments, including but not limited to, milk distribution, sidewalk duty, and supervision of playgrounds, cafeterias, and sidewalks. It is understood, however, that when necessary to assure the health, welfare, and/or safety of pupils, a teacher may be given such assignments. In such event, these assignments will be rotated on a weekly, monthly or semester basis as best works for the school. In addition, distribution, administration and supervision shall be rotated among the staff.
 - 2. Health services, such as administering eye or ear examinations and weighing and measuring pupils.
 - 3. Collecting money from students for non-educational purposes. Although teachers may be required to collect and transmit pupil health insurance premiums and money to be used for educational purposes, they will not be required to tabulate or account for such money.

4. Transporting substantial quantities of books between rooms, duplicating instructional and other materials from a prepared original in elementary schools, keeping registers and non-anecdotal portion of the cumulative record cards, preparing report cards in the secondary schools, and other similar clerical functions.
 5. Clinic Duty.
- B. Teachers will not be required to drive pupils to activities which take place away from the school buildings

ARTICLE IX
TEACHER EMPLOYMENT

Nothing contained in this Article will in any way limit the authority of the Committee to hire any person it chooses. If, however, the Committee makes the decision to hire a teacher for a bargaining unit position, the following conditions will prevail:

- A. The Committee agrees to require, as a condition of continued employment, that every employee covered by this Agreement, except those employees who are certified to the Committee by the Association as being members of the Association, as of the thirtieth (30th) day after the effective date of this Agreement provision, whichever is later, to pay to the Chicopee Education Association, an agency service fee, or authorize, in accordance with G.L. Chapter 150E, Section 12, the payroll deduction in equal installments of an agency service fee which shall be commensurate with the cost of becoming a member and remaining a member in good standing of the Association and which amount shall be certified annually to the Committee by the Association.

The Committee further agrees to certify, to the Municipal Treasurer, that amount of such agency service fee, the employee authorization of the deduction of same, in accordance with G.L., Chapter 180, Section 17G.

It is specifically understood and agreed that the City of Chicopee, the Chicopee School Committee, its Officers and Agents, shall be saved harmless for such deductions under those circumstances as provided by G.L., Chapter 180, Section 17G. For the purpose of this Clause, the term "harmless" is defined as: "any monies, once transmitted by the City of Chicopee, the Chicopee School Committee and its Officers and Agents, to the Chicopee Education Association; the City of Chicopee, the Chicopee School Committee and its Officers and Agents, are no longer responsible for same."

B. NEW EMPLOYEES

The Superintendent of Schools will place new employees on the Salary Schedule taking into consideration the following:

1. Degree Status.
2. Previous teaching experience — either public or private — provided such experience was continuous service of more than one half (1/2) of any school year.
3. Service in Peace Corps or Armed Forces. Any part of a year over six (6) months will constitute one (1) year for salary purposes. Limit to no more than three (3) years of military service.
4. New employees without previous experience will be placed on the lowest step of the Salary Schedule at the appropriate level of education, except as provided in Section C — 5 of this Article.
5. It is agreed that no such new teacher will receive a higher salary than any presently employed teacher with equal experience and training except:

- a) For hiring teachers in critical shortage areas and/or subjects:

The Superintendent shall determine, based on reasonable criteria, the amount of credit which may be given for previous teaching experience, as defined in Section B-2, Peace Corps or Armed Forces service as defined in B-3, as well as related experience and professional employment in the subject field, up to a maximum of six (6) years.

The teacher will be awarded fifty percent (50%) of the credit during their first year of teaching. Upon successful completion of the first year, the remaining fifty percent (50%) of credit will be awarded in the teacher's second year.

Additionally, the teacher hired in a critical shortage area or subject is required to pass the entire Test for Educator Licensure within two (2) years of hire or revert to the appropriate salary schedule step based on public school teaching experience.

Critical Shortage areas and/or subjects will mean those Unit A positions which cannot be filled by the School System due to lack of sufficient applications by fully qualified personnel.

The Superintendent will inform, in writing, the Association's President of the reason for this action.

- b) For a position requiring special and unusual skills and training, for example, career and technical teachers.

- C. Previously accumulated unused leave days will be restored to all returning teachers who have continuously been engaged in teaching, or in administrative educational work, who have continuously been in the armed services or the Peace Corps, or who have continuously been engaged in similar activities.

- D. Career and Technical teachers - In determining the placement of career and technical teachers on the salary schedule, career and technical teachers will be given full credit for years of experience in the field said teachers are hired to teach.
 - 1. Career and Technical teachers with five (5) years of experience who earn a B.A. degree shall be placed on the appropriate step in the M.A. column.
 - 2. Career and Technical teachers with five (5) years of experience who earn an M.A. degree shall be placed on the appropriate step in the M + 30 column.

For the purpose of this subsection, a career and technical teacher shall be defined to include teachers in the following fields:

Career and Technical Education Programs:

- 1) Automotive Technology
 - 2) Building and Grounds Maintenance
 - 3) Carpentry
 - 4) Culinary Arts
 - 5) Drafting
 - 6) Electricity
 - 7) Graphic Communications
 - 8) Horticulture
 - 9) Information Support Services and Networking
 - 10) Photography
 - 11) Machine Tool Technology
 - 12) Metal Fabrication & Joining Technologies
 - 13) Telecommunications
 - 14) Videography
-
- E. All eligible members of Unit A must maintain a valid educator's license issued by the Massachusetts Department of Elementary and Secondary Education (DESE) at all times during their employment or be eligible and/or approved for Waiver Status. Newly hired teachers pending certification will be granted a reasonable length of time not to exceed six months from the date of hire to obtain appropriate certification. Receipt of satisfactory submission to DESE shall meet the requirements of this provision.

ARTICLE X
TEACHER ASSIGNMENT

- A. Effective beginning with the 2015-2016 School Year, Teachers will be notified in writing by the principal or other appropriate administrative official of their programs for the coming school year including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have. To the extent possible, returning teachers will be notified by July 1st for the Fall Semester and January 1st for the Spring Semester.
- B. Whenever practical, in order to assure that pupils are taught by teachers working within their areas of competence, every effort will be made to assign teachers within the scope of their teaching certificates and/or their major or minor fields of study.
- C. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools, will be voluntary.
- D. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned at least two (2) schools in any school day will receive the prevailing IRS rate per mile for all inter-school driving done by them. Teachers will not receive mileage reimbursement for travel to their initial school assignment or return from their final school assignment.
- E. Teacher assignments will be made without regard to age, race, creed, color, religion, nationality, sex, marital status or sexual orientation.

ARTICLE XI
TRANSFERS

Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is sometimes disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

- A. When a reduction in the number of teachers on a grade level or in a major or minor field of study in a school is necessary, volunteers will be considered first for transfer.
- B. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Chicopee School System will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a position which is comparable in compensation and authority.

Any teacher who is involuntarily transferred will be notified of the reasons for the transfer in writing by the Superintendent or Assistant Superintendent. In the event that a teacher objects to the transfer, he/she may request a meeting with the Superintendent or Assistant Superintendent and, at his/her option, may have an Association representative present at this meeting.

- C. Notice of transfer will be given to teachers as soon as practicable.
- D. Exceptions to the provisions of Sections A, B, and/or C above may be made only if it is necessary to do so in the best interests of the teacher(s) and/or school(s) affected.
- E. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and March 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing within thirty (30) days. When the decision is made to fill a staff vacancy from the in-service volunteer pool, those teachers requesting assignment to the vacant position will be given first consideration for selection. No interview is automatically required when the Committee decides to fill a vacant position from teachers in the in-service volunteer pool. However, a teacher in the pool not selected shall receive, if requested, a written explanation of why the successful applicant was selected. Vacancies created by the transfer of the selected volunteer will be filled at the Committee's discretion without need to refer to the in-service voluntary pool.

ARTICLE XII VACANCIES AND PROMOTIONS

- A. Electronic mail (email) will be the only notification for all school system positions. Timely notice will mean as far in advance of the date the position will be filled. Access to school system e-mails will be for the entire calendar year.
- B. When an unanticipated vacancy or new position occurs during July or August, it may be filled on a temporary basis. The Committee agrees that such temporary service will not be the controlling factor for permanent appointments. Where permanent appointment is to be made, such appointment will be made in accordance with the provisions of this Agreement. In both situations, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth. The qualifications set forth for a particular position will not be changed arbitrarily, capriciously, or without basis in fact when such vacancies occur in the future. Applicants will have at least seven (7) calendar days from the date the notice is posted in the school system e-mail to submit their applications, and said positions will not be filled, except on a temporary basis, until the expiration of an additional seven (7) calendar days, or until candidates who apply within the time specified have been interviewed or their application acknowledged. The Committee reserves the right to

publicize any other vacancies which exist within the school system as it may deem desirable, but it agrees to post these positions as approved so that "in-service" teachers may apply.

- C. All qualified teachers will be given adequate opportunity to make application for such positions, and the Committee agrees that in making its selection it will give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. In filling such vacancies or new positions, first consideration will be given to qualified teachers already employed by the Committee, and each teacher applicant not selected will, upon request, receive from the Superintendent or his/her designee a written explanation of why the successful applicant was selected. Where a vacancy or new position is to be filled, appointments will be made wherever possible not later than sixty (60) days after the notice is posted in the schools or the giving of notification to the Association. Failure of an applicant to be selected shall not be subject to the grievance procedure, unless there has been a violation of the procedural requirements of this Article or unless the method of selection has been discriminatory as to an applicant not selected. Such grievance shall not in any event progress beyond Level Three as herein before established under Article III of this Agreement.
- D. Appointments will be made without regard to race, creed, color, religion, nationality, sex, age or marital status.
- E. When a vacancy arises in a promotional position, every reasonable effort will be made to fill said vacancy within six (6) months from the time of the vacancy occurring. If permanent appointment is not made within this six (6) month period, the Committee agrees to re-advertise the vacancy and accept new applications. These provisions will not apply when the vacancy is occasioned by long-term illness of the incumbent of said position.
- F. The procedure for applying for promotional positions will be as follows:

The Administration will interview every applicant who accepts an interview within ten (10) calendar days of filing the application for a position covered by this Article. The notice which is posted will include the data which should be submitted as part of the application. If further information is required, the administration will request it of all applicants. The administration will attempt to set up interviews at a mutually acceptable time during the period provided for interviewing in this section.
- G. All other forms that may be subsequently developed to facilitate this procedure will be subject to Superintendent, School Committee, and Chicopee Education Association approval.

ARTICLE XIII
POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL,
UNDER FEDERAL PROGRAMS, AND CURRICULUM STUDY

- A. All openings for summer school, evening school positions, for positions under Federal programs, and curriculum study, will be adequately publicized, minimum of two (2) weeks' notice whenever practical, by the Superintendent, in each school building and a list of selected applicants will be posted on the bulletin board as soon as possible. Under normal circumstances, the decision as to whether or not there will be a summer school program, and/or evening school program, will be announced as soon as possible but in no event later than the first School Committee meeting in March and the first School Committee meeting in July, respectively.
- B. Positions in the Chicopee summer school and evening school and positions under Federal programs will, to the extent possible, be filled by giving consideration to regularly appointed teachers in the Chicopee School System.
- C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and length of service in the Chicopee School System.

ARTICLE XIV
TEACHER EVALUATION AND PERSONNEL FILES

- A. Teacher Evaluation
 - 1. No adverse comments shall be given to teachers by evaluators in the presence of pupils, parents, or other teachers.
 - 2. A Teacher Evaluation Committee will be established to update the current evaluation forms and procedures, to comply with the new DESE evaluation standards passed in March, 2011. This Committee will have equal representation of Unit A members selected by the CEA President and School System administrators selected by the Superintendent of Schools. All recommendations from this Committee will be subject to ratification by both parties. Training for evaluators will be required prior to implementation of new evaluation forms and/or procedures.
- B. Personnel Files
 - 1. Teachers will have the right, upon request and at reasonable times, to review the contents of their personnel file and to make copies of such contents and records as concern his/her work and/or himself. A teacher will be entitled to have a

representative accompany him/her during such review. The Association will be notified and will have the right to be present in the event the file review is for grievance purposes. Such review will be conducted in the presence of a member of the school administration.

2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
 3. No material contained in any teacher's file will be made available to anyone other than the School Committee, the Superintendent, and agents of the administration acting in their official capacities.
 4. In the case of an unsatisfactory annual rating, the person or persons preparing the rating shall offer written constructive criticism to assist the teacher in improving his/her teaching.
- C. Any written complaints regarding a teacher made by any parent, student or person other than an educator, to the administrator will be promptly called to the attention of the immediate supervisor who will inform the teacher and discuss the matter with the teacher. Such teacher will be notified of the final disposition of the complaint.
- D. The Association recognizes the authority and the responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If any disciplinary action is to be taken against a teacher, he/she will be entitled, at his/her option, to have a representative present. However, no such disciplining or reprimanding will be made in the presence of persons not members of the administration or the School Committee unless that person is chosen by the teacher to be present. The Association will be notified of each instance and may attend.
- E. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without Just Cause

A non-PTS teacher cannot use the just cause protection of this Section E to grieve the decision to not reappoint. However, this Section E will be used if the teacher evaluation procedures in this Article (Teacher Evaluation and Personnel Files) and Appendix B are not followed prior to the decision to not reappoint.

ARTICLE XV
TEACHER FACILITIES

- A. Each school will have the following:
1. Space in each classroom (e.g., closet, file cabinet, storage container, desk with lock and key) in which teachers may safely store instructional materials.
 2. A serviceable desk and chair for the teacher in each classroom where physically practicable.
- B. To the extent possible without major renovation of existing facilities, each school will have the following:
1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 2. An appropriately furnished room which will include a soda machine, to be reserved for the exclusive use of the teachers as a faculty lounge. To the extent possible, said room will be in addition to the aforementioned teacher work area;
 3. A communication system so that teachers can communicate with the main building office from their classroom; and
 4. A well-lighted and clean male teacher rest room and a well-lighted and clean female teacher rest room.
 5. The Committee will recommend that all school buildings to be designed and constructed after the effective date hereof should contain an area in each such building for a reserved teacher lunch area, as well as facilities for warming, storing, and refrigerating food for teachers' convenience.
- C.
1. An adequate portion of the parking lot at each school will be reserved for teachers' parking and when necessary said parking lot will be plowed as promptly as possible.
 2. Teachers will be permitted to use the office telephones to make urgent calls as determined by the principal, but permission will not be unreasonably withheld. The president and members of the Board of Directors of the Association will be permitted reasonable use of the school telephone for official Association business, provided:
 - (a) The Association will pay the cost of all toll calls.

- (b) No officer of the Association authorized hereunder will be permitted to interrupt a class to make such calls, but he/she will be permitted to leave a non-teaching assignment to receive any incoming calls concerning Association business; except where such officer is the sole teacher on duty in the study hall.
- (c) The President of the Association will have no duties other than his/her teaching assignment.

ARTICLE XVI
USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings for meetings, and the school system swimming pools and other athletic facilities and equipment, without cost at reasonable times; provided, however, that any additional service costs necessitated by such use shall be paid for by the Association. Request for such use will be made in accordance with established Committee policies.
- B.
 - 1. The Association will have the right to place notices, circulars and other material in teachers' mail boxes. Copies of all such material will be given to the Superintendent or his/her designee, but his/her advance approval will not be required.
 - 2. The Association will have the right to place notices, circulars and other material on bulletin boards located in the aforementioned faculty lounges or in other appropriately private areas. Copies of all such material will be given to the Superintendent or his/her designee for approval. Said approval will be granted unless the material in question is not in good taste.

ARTICLE XVII
SICK LEAVE

- A. Sick Leave is interpreted as meaning leave with pay for sickness or accident, the nature of which incapacitates the beneficiary from performing the duties of this position, except where appearing in Article XVIII.
- B.
 - 1. Teachers will be entitled to fifteen (15) sick leave days each school year. Those teachers new to the system who commence employment during the school year shall be entitled to sick leave on a pro-rata basis only. Any teacher who terminates employment during the first year of employment shall reimburse the School Committee for all sick leave benefits taken in excess of one and one half (1-1/2) days per month of employment.

2. Sick leave days may be accumulated from year to year with no maximum. The record of each teacher in the system on the effective date of this Agreement will be credited with the sick leave days he/she would have been entitled to had this provision been in effect from the time of his/her original hiring, less any days used for sick leave or other leaves chargeable to sick leave. This provision shall not apply so as to require payments for any uncompensated absence due to illness or other uncompensated absences occurring prior to the effective date of this Agreement.
- C. If a teacher uses five (5) or more consecutive days of sick leave, the Superintendent may require from said teacher a certificate of disability signed by his/her physician. In cases which would appear to indicate extended absence (2 weeks or more) the Superintendent must be notified in writing by the teacher or someone on his/her behalf indicating the probable extent and duration of the illness or disability. If a teacher uses less than five (5) consecutive days of sick leave, the Superintendent may require such a certificate of disability only if he/she has reasonable grounds to believe that sick leave is being abused or is excessive.
 - D. The Superintendent may require a teacher to submit to physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted. Such request examinations will be at the Committee's expense and will take place in the presence of the teacher's physician, at his/her own expense, if he/she so desires. All matters related to this section will be treated in a confidential manner.
 - E. The Office of the Superintendent will be responsible for providing each teacher during the month of September of each year with a written statement delivered to his/her school stating how many sick and personal leave days have been used, how many are available, and the formula used for computing this amount.
 - F. Upon termination of an employee with at least twenty (20) years of service in the Chicopee Public School System by retirement, voluntary separation, or death, the Committee will pay to the terminated employee or his/her personal representative, the following:

Ten (\$10) dollars per day for the first one hundred twenty-five (125) accumulated sick days and twenty percent (20%) of his/her per diem rate for each sick day in excess of one hundred twenty-five (125) accumulated sick days to a maximum amount of ten thousand dollars (\$10,000).

For purposes of above calculations, unused personal days will be included.

An employee who notifies, in writing, the School System on or before March 1 can select his/her retirement date for payment or the new calendar year (January 1) date for

payment. An employee who notifies, in writing, the School System after March 1 or fails to notify will receive his/her payment in the new calendar year (January I).

- G. "Sick Leave Bank." A Sick Leave Bank for the purpose of providing additional financial coverage after exhaustion of an employee's annual and/or accumulated sick leave is established exclusively for the use of the members of this bargaining unit. The Sick Bank provides financial assistance only to an employee faced with a debilitating and catastrophic illness or disease. The employee is also required to submit medical documentation at the time of application to the Sick Leave Bank Committee. The Sick Bank will not provide financial assistance for rehabilitation periods or voluntary medical conditions or procedures. New members of the bargaining unit will be assessed one (1) day of their annual and/or accumulated sick leave as of the date they enter the unit. Said days will be "deposited" in the Bank. Unused days in the Bank will carry over from year to year. When the number of days in the Bank reach the level of two hundred (200) days or less, each employee in the bargaining unit will be assessed one (1) day of his/her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days will be "deposited" in the Bank. In the event an employee has no accumulated and/or annual sick leave at the time of said assessment, that teacher will be assessed the amount of days owed to the Bank on the following November 1. Teachers will be notified of the assessment.

Subject to the provisions of this Article each employee may, following a ten (10) school days waiting period, be granted by the Bank Committee up to thirty (30) school days from the Bank. If days are granted, the employee cannot apply again until two (2) years from the last issued Bank day. If days are granted, they will also apply retroactively to the days within the waiting period which meet the definition of Bank days as defined in paragraph one of this Article.

The Sick Leave Bank Committee made up of three (3) appointees of the Association will administer the Sick Leave Bank. The Sick Leave Bank Committee shall have the power to establish procedural and functional guidelines for the operation of the Sick Leave Bank consistent with this Article. All decisions by the Sick Leave Bank Committee will be by two (2) affirmative votes and all decisions by the Sick Leave Bank Committee will be final and binding and not subject to grievance and/or arbitration. All employees will contribute to the Sick Bank and the use of these days is a privilege, not a right.

ARTICLE XVIII TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence with pay each school year:

1. A total of one (1) day's leave of absence for personal business which cannot be taken care of other than during school hours; provided, however, that a leave of absence under this section shall not be taken on the day preceding or following a holiday or vacation, unless the teacher demonstrates that it is an emergency situation, and provided that, except in emergency situations, advance application is made to the Superintendent or designee. If said day is not used in any particular school year, it or the unused portion thereof may be accumulated from year to year. Personal leave must be taken in the following: at least hourly, ½ or 1 full day. If an employee desires to take more than three (3) personal days consecutively, a written request must be made giving the reasons for such leave.
2. With the advance approval of the Superintendent, at least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
3. Time necessary for Association representatives to attend Massachusetts Teachers Association and/or National Education Association educational improvement conferences or conventions. The names of all representatives will be submitted to the Superintendent for his/her approval as soon as practical and under normal circumstances not later than two (2) weeks prior to the date of the conference or convention.
4. Time necessary for Jury Duty or appearances in any legal proceeding where the teacher is under court summons, subpoena, or the like, connected with the teacher's employment or with the School System.
5.
 - (a) Up to three (3) days when such absence is occasioned by the death of a sister-in-law, daughter-in-law, son-in-law, brother-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, grandchild, whose place of residence was elsewhere than in the home of the teacher. In no case will funeral leave, having begun before Christmas, Winter, and Spring vacations be continued after these vacations.
 - (b) Up to five (5) days in succession when such absence is occasioned by the death of relatives residing in the household of or with the teacher, or when such absence is occasioned by the death of a father, mother, son, daughter, brother, sister, father-in-law, or mother-in-law, whose residence was elsewhere than in the home of the teacher. In no case will funeral leave, having begun before the Christmas, Winter, and Spring vacations be continued after these vacations.
 - (c) Appropriate release time of not more than one (1) day non-accumulated may be granted for attending funerals of close friends, cousins, student, or co-workers. Such released time will not be charged against the teacher's

accumulated sick leave or personal leave. If additional days are needed, they will be charged to personal days. Written application for such absences will be made in advance to the school principal and will require advance approval of the Superintendent. Application for such absences will be made in advance orally to the school principal or, if the individual is not responsible to a school principal, then to his/her immediate supervisor, and written notice of such absence shall be delivered by the teacher to the Superintendent within three (3) days of date of such absence. A teacher may utilize two (2) such incidents per year.

- (d) Employees wishing to access leave under this section shall first notify the Human Resources Department in order to begin the process.
 - (e) Effective with the start of the 2015-2016 School Year, a Teacher whose partner gives birth to a child may take up to ten (10) days of parental leave. If a teacher adopts a child he/she may take up to ten (10) days of parental leave. Such leave will be deducted from the teacher's accumulated sick leave.
- 6. A maximum of seventeen (17) days per school year for persons called into temporary active duty or any unit of the United States Reserves of the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.
 - 7. Up to three (3) days for religious observance if said observance prohibits the teacher from working on said day. If, however, observance of a closely held religious belief requires additional accommodation, the employee may seek such an accommodation by application to the Superintendent or the Superintendent's designee.
 - 8. Effective with the start of the 2015-2016 School Year, ten (10) days for illness or accident of spouse, child, parent, mother-in-law, father-in-law, and others residing in the household of the teacher with substantiation in the form of a doctor's certificate and such leave to be deducted from sick leave.
- B. Leaves taken pursuant to Section A above (except Section A, paragraph 5-C) will be in addition to any sick leave to which the teacher is entitled. Except in those circumstances where an accommodation or leave is required by law or regulation, the parties acknowledge that most leave requests made by a first-year teacher during the first half of the school year will not be granted absent an emergency.

ARTICLE XIX
EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay or increment of up to one (1) year will be granted to up to two (2) teachers for the purpose of engaging in full-time work for the Massachusetts Teachers Association and/or the National Education Association.
- B. A leave of absence without pay of up to two (2) years will be granted to any tenure teacher who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- C. Military leaves without pay will be granted to any teacher who is inducted, activated or enlists in any branch of the Armed Forces of the United States. Leave benefits, rights and job restoration shall be consistent with state and federal laws which generally provide for up to five (5) years of leave. In addition, leave, benefits and job restoration rights shall be consistent with any relevant state or local laws or regulations as well as the Unit A contract.
- D. All female employees in the bargaining unit may be granted leave consistent with the Massachusetts Maternity Leave Act; and, if eligible, with the Family and Medical Leave Act (FMLA). Upon written application to the School Committee, an employee may request and will receive an additional leave of absence which shall not exceed one (1) year after the birth or the termination of the pregnancy. Any employee taking leave for a pregnancy-related disability will be eligible to use accumulated sick leave in accordance with the terms of the Sick Leave Article {Article XVII).

During the first eight (8) weeks or 12 weeks, if FMLA applies, of leave following the birth or adoption of a child, the employee is permitted but is not required to use the employee's accumulated sick leave upon furnishing a doctor's note demonstrating that the employee is incapable of doing the job. Any leave granted under this provision shall run concurrently with any leave entitlements under the Family and Medical Leave Act.

Notwithstanding the foregoing, no maternity leave period of more than 8 weeks long shall terminate during the last fifty (50) days of any school year, except as the School Committee, in its discretion, may permit. No maternity leave shall commence except upon at least twenty (20) days notice from the teacher to the Superintendent (or designee) unless waived by the Superintendent in any appropriate circumstances.

- E. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Committee.

- F. The Committee may grant a leave of absence without pay or increment to any teacher for up to one (1) year to campaign for public office. Any teacher who is elected to public office will be granted a leave of absence without pay or increment for the term of said office.
- G. After five (5) years continuous employment in the Chicopee School System, a teacher may be granted a leave of absence, without pay, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- H. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
- I. Other leaves of absence without pay may be granted by the Committee.
- J. All benefits to which the teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position, provided, however, that if during the period of leave a layoff or other position elimination or reorganization occurs which would have affected the employee on leave, nothing in this Article should be interpreted as providing enhanced job protection.
- K. All written requests for extensions or renewals of leaves will be applied for, and, if approved, will be granted in writing. Extension of a leave of absence shall not exceed one (1) calendar year.
- L. Leave for one (1) year to explore career alternatives may be granted by the Committee upon application. An employee on such leave will not accrue seniority or other benefits while on leave and will pay 100% of the cost of Group Health Insurance Coverage while on leave, if such employee desires to continue in group plan. An employee who returns from such leave will return with the benefits that employee had at the time they began leave.
- M. Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall run concurrently with and not in addition to any FMLA leave.

ARTICLE XX
SABBATICAL LEAVE

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

- A. No more than three (3) percent of eligible teaching staff will be absent on sabbatical leave at any one time.
- B. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent no later than December 31, and action must be taken on all requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
- C. The teacher has completed at least seven (7) consecutive full years of service in the Chicopee School System.
- D. Teachers on sabbatical leave will be paid at one-half (1/2) of their regular salary rate, if they have served less than twelve (12) years in the Chicopee Public Schools and 75% of said salary rate if they have served twelve years or more in the Chicopee Public Schools.
- E. The Teacher will agree to return to employment in the Chicopee 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.
- F. Prior to granting of a sabbatical leave, a teacher shall enter into written agreement with the School Committee that upon termination of such leave, he/she will return to service in the Chicopee School System for a period equal to twice the length of the leave and that, in default of completing such service, he/she shall refund to the City of Chicopee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, except in the case of the teacher's death or permanent disability.

ARTICLE XXI
SUBSTITUTE TEACHERS & STUDENT TEACHERS

- A. In those cases where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute during his/her non-teaching time, said arrangements will be made by the principal of the school, and teachers will be limited to one (1) period of substitution per day. It is agreed that before the administration assigns a teacher to serve as a substitute the following conditions must be met: (1) Volunteers must be sought first. (2) The reason for assigning a teacher as a substitute for a period is that a teacher has left during the day or a substitute is not available. When a teacher is absent for a whole day and so notifies the Administration, every effort will be made to provide a substitute. The rate will be \$25.00 when a teacher is assigned coverage during a planning or preparation period. Additionally, when a teacher substitutes for a principal for all or part of a day, the rate will be \$65.00 per day. When a teacher substitutes for an administrator other than the principal for all or part of a day the rate will be \$45.00.

- B. School Committee agrees that the Student Teaching Policy in Secondary Schools dated May 1973, and the Student Teaching Policy in the Elementary Schools dated April 1973, will be guidelines to be used during the life of this Agreement until revised by the School Committee.

ARTICLE XXII
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Committee will pay one-half (1/2) of the cost of tuition for in-service courses or courses at accredited colleges, universities, or professional training schools which are taken at the request of the Superintendent of Schools. Excluded from the provisions of this Section are those courses required for a teacher to obtain certification.
- B. The Committee will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who are required to attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with advance approval of their principal or immediate superior, and of the Superintendent, and subject to final approval by the Committee.
- C. There will be a professional development committee. The committee will be comprised of a selection of educators across grade levels and disciplines. The professional development committee will review all professional development offerings and make recommendations. When the administration differs from these recommendations, the professional development committee will receive a rationale detailing the reasons for the decision.
- D. If an educator feels that the assigned professional development is not relevant, he/she may contact the principal within two (2) weeks after the released professional development schedule to arrange an alternate proposal or discussion. The principal will explain the reasons for any denial of the alternate proposal. A teacher may bring the matter to the Superintendent or designee for final resolution.
- E. Any CEA member who is employed in the Chicopee Public Schools during 2013-2014 or who becomes employed by the Chicopee Public Schools prior to July 1, 2016 and who earns the sheltered English immersion (SEI) endorsement by July 1, 2016, while employed by the Chicopee Public Schools shall receive three (3) Chicopee increment credits that may be utilized toward advancement on any and all lanes of the CEA's salary schedule (Appendix A). The parties expressly agree that the three (3) Chicopee increment credits earned for the SEI Endorsement constitute graduate credits within the meaning of the Contract.

ARTICLE XXIII
PROTECTION

- A. Teachers will immediately report all cases of assault allegedly suffered by them or allegedly committed by them in connection with their employment to the Superintendent of Schools in writing. If any teacher is threatened, or suffers physical abuse by any student, or is made the target of serious insult or profane utterance, then he/she should make a prompt report to the principal's office of such an occurrence, followed by a brief written statement as soon thereafter as is practicable, of the event in question.
- B. This report will be forwarded to the Committee (or its designee), which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts. In cases of threats to person or wellbeing, the District will take appropriate steps to make a timely investigation and will take appropriate remedial steps, which may include reassignment of the student.
- C. So far *as* permitted by Chapter 258 of the General Laws of the Commonwealth as amended, the Committee will provide indemnification whenever any teacher will become eligible therefore.

ARTICLE XXIV
PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from school as a result of personal injury arising out of and in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any workman's compensation award for temporary disability due to said injury) for the period of such absence. Such absence will be charged to his/her annual or accumulated sick leave in accordance with the provisions of Chapter 152 § 69 of the General Laws of the Commonwealth.

The obligation to pay compensation to such teacher during such absence as outlined above ceases upon the teacher's usage of all of his/her annual or accumulated sick leave.

- B. The Committee will reimburse teachers for:
 - 1. Any clothing or other personal property damaged or destroyed (less the amount of any insurance reimbursement) as a result of an assault or battery suffered in the course of his/her employment; and
 - 2. The cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment.

The foregoing will apply only to situations in which the teacher is not guilty of contributory negligence.

ARTICLE XXV
INSURANCE AND ANNUITY PLAN

- A. Fifty percent (50%) of the cost of the following types of insurance coverage's will be paid by the City of Chicopee for each teacher for the following coverage:
 - 1. Term life insurance plan of the type presently available to teachers.
 - 2. Medical and hospitalization insurance of the type presently available to teachers for individual or family coverage, whichever applies in the particular case.
- B. The Committee will recommend to the appropriate lawmaking body of the City of Chicopee that the City pay for the professional employees of the Chicopee School System the maximum percentage permitted by law of the cost for the previous insurance plans.
- C. Teachers will be eligible to participate in a "tax-sheltered" annuity plan established pursuant to applicable state and federal laws.
- D. The School Committee will, to the extent permitted under the health insurance policy provided by the City of Chicopee and to the extent that it may do so without cost to it, permit the entitlement of one (1) of any two (2) teachers belonging to a single family unit and covered under the same policy, at his/her option, to be applied toward the cost of said policy.

ARTICLE XXVI
TEXTBOOKS AND CURRICULUM

- A. The Committee agrees that it will make every effort to provide sufficient textbooks to insure that each pupil in a classroom has such textbooks, technology and curriculum materials, including supplies required for all courses to insure that each pupil in a classroom has such textbooks and materials for his/her own use as are educationally appropriate. Notice of apparent shortages may be made to the Administration, and subject to available funds, will be promptly eliminated.
- B. Nothing in this Article shall prejudice a teacher to provide comment or input to the subcommittee of the School Committee which deals with curriculum or the like. Nothing in this Article shall further prevent the School Committee from requesting, on a volunteer basis, teachers to make studies of and recommendations on curriculum matters.

- C. It is further understood by the parties that should the Committee seek individuals to make recommendations on or make studies of curriculum or the like, then the Association can have up to two (2) persons present at such meetings, so long as it does not interfere with a teacher's work duties and is at no cost to the Committee.
- D. Whenever such a Committee is sought, then the Association will be included in all correspondence pertaining to the formation of such a Committee.

ARTICLE XXVII
PROFESSIONAL BEHAVIOR AND RESPONSIBILITY

- A. 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 of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Each teacher recognizes the Code of Ethics of the Education Profession as defining acceptable behavior. Breaches of discipline or the Code of Ethics shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher under the Code of Ethics.
- B. The Committee and the Association acknowledge that the primary responsibility of a teacher is to instruct to the best of the teacher's ability. Employment of a teacher by any person or firm other than the City of Chicopee is permissible to the extent that such employment in no way conflicts with the teacher's regularly scheduled hours of municipal employment, or impacts the performance of the teacher's regularly assigned duties. Self-employment shall be considered subject to the provisions of this Article. Violations of any of the terms of this Agreement or of any other statutory or policy obligation of a teacher directly attributable to such employment will be considered cause for such action as the Committee is authorized to take under the provisions of General Laws, Chapter 71, as amended. The teacher will have all rights and remedies authorized under the forgoing provisions of law.

ARTICLE XXVIII
GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership or non-membership in the Association or participation or non-participation in its activities.
- B. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof will be grounds for any discipline or discrimination with

respect to the professional employment of such teacher; provided, however, that said activity does not interfere with the performance of his/her assigned teaching duties and does not violate any State or Federal statute.

- C. The Association will be provided with one (1) copy of the minutes of official open Committee meetings as soon as such minutes have been approved by the Committee and one (1) copy of all approved attached documents. The Committee will be provided with one (1) copy of the minutes of official open Association meetings as soon as such minutes have been approved by the Association and one (1) copy of all approved attached documents.
- 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, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- E. Teachers will not divulge official information acquired as a result of their employment or permit others to make use of such information for private purposes, where such information is not available to the general public.
- F. Teachers will be prohibited from making use of school facilities, equipment or supplies for any purpose not directly connected with established educational programs except as here-in-before provided.
- G. The Committee and the Association agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline because of age, creed, color, sex, sexual orientation, religion, or national origin.
- H. A teacher will notify the Superintendent of Schools no later than fourteen (14) days prior to resigning from the Chicopee School System.

ARTICLE XXIX
REDUCTION IN STAFF

- A. In the event it becomes necessary to reduce the number of Professional Teacher Status (PTS) teachers included in the bargaining unit, PTS teachers will be separated in accordance with the following principles:
 - 1. The subject area to be affected by the reduction will be identified; and/or
 - 2. The grade level to be affected by the reduction will be identified; then
 - 3. Employees with the greater seniority will be retained; and

4. Persons not serving at discretion (Non Professional Teacher Status) will be released first.
- B. A PTS teacher who is to be separated shall have the following options:
1. Accept the separation.
 2. Transfer to an open position (a position which is new, vacant, or currently filled by a substitute) for which he/she is licensed or can demonstrate he/she can become licensed by the effective date of said separation.
 3. Replace an employee with the lowest seniority anywhere within the school system in an area in which the separated employee is qualified and possessed of a sufficient degree of experience.
 4. "Licensed" means that the PTS teacher has on file with the Office of the Superintendent evidence that he/she possesses the necessary qualifications or can obtain said qualifications by the effective date of his/her lay-off.
- C. "Seniority" shall mean a teacher's length of service in years, months and days in the bargaining unit. Effective September 1, 1988, this service shall be calculated from the first day the teacher reported to work in Chicopee, exclusive of service as an intermittent substitute or permanent substitute. Teachers shall continue to accrue seniority during any leave of absence authorized under the terms of this contract, except that such seniority shall cease to accrue if:
1. The leave is extended beyond its original Term. This provision shall not apply to leaves granted for reasons of health and/or disability.
 2. Another leave is granted for the same purpose.
- D. Voluntary resignations shall serve to forfeit all previously accrued seniority.
- E. If a PTS teacher retrans into another discipline at his/her own expense after his/her separation, he/she may apply to be considered for any opening which may occur in his/her new discipline. He/she will be given first consideration for recall after all other employees with greater seniority (if any) who have been separated from that new discipline have been recalled to active service.
- F. In cases involving PTS teachers who have identical seniority, preference for retention or recall shall be given to the tenured teacher who has achieved the highest level of training or education.

- G. PTS teachers who are to be affected by a reduction-in-staff must be notified in writing no later than June 15 of the school year preceding the year in which the reduction will take effect. Except that when such reduction is due to a decrease in the number of pupils, said notice shall include the specific reasons for lay-off. The teacher may be notified after said date, but must be notified as soon as practicable after the School Committee learns of such decrease.
- H. PTS teachers who have been so separated shall be entitled to recall rights for a period of two (2) years from the effective date of their respective separation as defined above. During the recall period PTS teachers shall be notified by certified mail to their latest address of record, and given preference for positions as they become available to a PTS teacher in accordance with Section B of this Article, and all benefits to which a PTS teacher was entitled at the time of such separation shall be restored in full upon reemployment within the recall period. During the recall period PTS teachers who have been so separated shall be given preference on the substitute list if they so desire.
- I. Services normally performed by a person(s) who has been so separated shall not be performed by anyone who is not a member of the bargaining unit.
- J. Separated 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 Committee for premium cost if the insurer permits.
- K. While members of the bargaining unit continue on lay-off, the Committee agrees not to hire any new teachers unless:
 - 1. No PTS teacher on lay-off is licensed to fill a position, nor could become licensed with re-training at the tenured teacher's expense, and
 - 2. All licensed PTS teachers on lay-off who are licensed to fill the position declined an offer to fill the vacancy.
- L. 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. (The word "separated" as used in this Article XXIX and in other areas of the contract as Article XVII shall be understood to mean and shall be synonymous with the term "laid-off".)
- M. Supervisory employees as defined in the Recognition Clause of Unit B and excluded by virtue of the Recognition Clause of Unit A, who are laid-off due to lack of work, financial constraints, reduction in the pupil enrollment, or abolishment of positions will have their seniority in the Chicopee School System as follows:

1. Present Unit B employees, who are employed in a supervisor capacity prior to 1976, will have seniority for bumping purposes in unit A for all service in the Chicopee School System up to 1976.
 2. Unit B employees previously employed in Unit A, who are employed in a supervisory capacity after 1976, will have their seniority, for bumping purposes in Unit A, based on their service up to the date of employment in such supervisory capacity.
 3. Employees from Unit A, who accept employment in Unit B, will retain their seniority non-accruing in Unit A for a period of one (1) year; after one (1) year, they will lose their right to return to Unit A of their own volition.
 4. When employees are laid-off from Unit B due to lack of work, financial constraints, reduction in the pupil enrollment, or abolishment of positions, they will always be able to exercise their system-wide seniority to bump a non-tenured employee in the area of the supervisor's certification.
- N. Permanent substitutes will not be covered by the provisions of this Reduction in Staff Article.

ARTICLE XXX
ASSOCIATION DUES

- A. The Committee agrees to continue to deduct Association dues in accordance with General Laws, Chapter 180, Section 17C.
- B. Deduction will also be authorized for either CEA or MTA Credit Union.

ARTICLE XXXI
NO STRIKE

The Association agrees that for the duration of this Agreement it shall not engage in a strike, nor shall it induce, encourage, or condone any strike, work stoppage, slowdown or withholding of service.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons or other employers, unions or associations who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause.

If the School Committee claims the Association has violated any provision of this Article, it may present such claim to the Association for a meeting between the School Committee's representatives and the Association or its representatives to take place within five (5) calendar days. Upon conclusion of the meeting, the Association will provide the School Committee with its written decision within five (5) calendar days. If the claim is not resolved, the School Committee may submit the dispute to arbitration under the procedure described in Article III, Grievance Procedure of this Agreement.

ARTICLE XXXII
AUTOMOBILE VANDALISM

The School Committee will, upon receipt of a documented claim and evidence of an insurance company payment, contribute a maximum of \$500 to offset the deductible costs incurred by the teacher. The documentation must establish the vandalism act occurred while the teacher was on-the-job, executing the assigned duties of his/her job and the vehicle was repaired.

ARTICLE XXXIII
STUDENT ASSISTANCE TEAM

There will be a Student Assistance Team Committee created by the parties. This Committee will prepare recommendations to assist teachers with chronic disruptive behavior. Chronic disruptive students are defined as those students who continuously impeded the progress of learning in an educational setting.

The Student Assistance Team Committee composition will be five (5) Unit A members selected by the CEA President and five (5) School System administrators selected by the Superintendent. Their work will begin no later than thirty (30) days after the 2007-2010 Unit A contract is executed, and a written report will be submitted to the CEA President and Superintendent no later than one hundred twenty (120) days after their initial meeting.

ARTICLE XXXIV
MUTUAL RESPECT

The School District and the Association agree that mutual respect between and among Central Office administration, managers, directors, principals, vice-principals, coordinators, supervisors, teachers, secretaries, clerks, paraprofessionals, other employees and co-workers is integral to the efficient conduct of the School District's business. Behaviors that contribute to a hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable and will not be tolerated. Employees who believe they are subject to such behavior should raise their concerns with an appropriate manager, supervisor or principal as soon as possible, but no later than ninety (90) days from the occurrence of the incident(s). In the event

the employee(s) concerns are not addressed at the manager, supervisor or principal's level, whether informally or through the grievance procedure, within a reasonable period of time, the employee or the Association may file a grievance at Step 2 of the grievance procedure as set forth in Article HI. If an employee or the Association requests a hearing at Step 2, such hearing shall be granted. Grievances filed under this section shall not be subject to the arbitration provisions set forth in Article III. No employee shall be subject to discrimination for filing a complaint, giving a statement, or otherwise participating in the administration of this process. An alleged violation of this Article may be grieved, but it may not proceed beyond the Superintendent of Schools.

ARTICLE XXXV
DURATION

This Agreement shall continue in full force and effect from August ____, 2014 through August ____, 2017. Collective bargaining for a new Agreement, to become effective upon the expiration of this Agreement, may be initiated by either party by November 1, 2016 by giving written notice to the other party. If negotiations are not completed by August ____, 2017 the provisions of this Agreement will remain in full force and effect until said successor Agreement is executed. Providing, however, either party can terminate this Agreement after August ____, 2017 by filling written notice of their intention to terminate the Agreement. Said written notice must be served at least forty-five (45) calendar days prior to the actual termination. The actual termination shall be no earlier than October 15, 2017.

CHICOPEE SCHOOL COMMITTEE

Date: _____

By: _____
Duly authorized

CHICOPEE EDUCATION
ASSOCIATION

Date: _____

By: _____
Duly authorized

CHICOPEE CITY SOLICITOR

Date: _____

By: _____
Duly authorized

CHICOPEE EDUCATION ASSOCIATION

APPENDIX A

Effective School Year 2014 – 2015: 1% Increase Retroactive to Start of School Year

Step	Bachelors	Masters	Masters + 15	Masters + 30	2M / CAGS
0	42,466	45,225	46,183	48,405	50,276
1	43,601	46,893	47,876	50,102	51,883
2	45,128	48,536	49,471	51,630	53,505
3	47,460	50,809	51,742	54,018	55,886
4	49,485	52,863	53,804	56,496	58,385
5	51,470	54,859	55,796	58,448	60,341
6	54,222	57,375	58,267	61,170	63,046
7	56,914	60,345	61,241	63,425	65,291
8	59,605	63,315	64,210	66,178	68,047
9	60,190	66,288	67,174	68,927	70,802
10		66,938	67,833	69,605	71,497

Effective School Year 2015 – 2016: 2% Increase

Step	Bachelors	Masters	Masters + 15	Masters + 30	2M / CAGS
00	42,450	45,207	46,165	48,386	50,256
0	43,316	46,129	47,107	49,373	51,281
1	44,473	47,831	48,834	51,104	52,920
2	46,030	49,506	50,460	52,663	54,575
3	48,409	51,825	52,777	55,098	57,004
4	50,475	53,921	54,880	57,626	59,553
5	52,499	55,956	56,912	59,617	61,548
6	55,306	58,523	59,432	62,393	64,307
7	58,052	61,552	62,466	64,693	66,597
8	60,797	64,581	65,494	67,502	69,408
9	61,394	67,614	68,518	70,306	72,218
10		68,277	69,189	70,997	72,927

Effective School Year 2016 – 2017: 2% Increase

Step	Bachelors	Masters	Masters + 15	Masters + 30	2M / CAGS
000	42,433	45,188	46,147	48,367	50,235
00	43,299	46,110	47,088	49,354	51,260
0	44,182	47,052	48,049	50,361	52,307
1	45,362	48,788	49,810	52,126	53,979
2	46,951	50,496	51,469	53,716	55,666
3	49,377	52,862	53,833	56,200	58,144
4	51,484	54,999	55,977	58,779	60,744
5	53,549	57,075	58,051	60,809	62,779
6	56,412	59,693	60,621	63,641	65,593
7	59,213	62,783	63,716	65,987	67,929
8	62,013	65,873	66,804	68,852	70,796
9	62,622	68,966	69,888	71,712	73,662
10		69,642	70,573	72,417	74,385

Speech and Language Pathologists Assistants - Salary Schedules

Step	2014 – 2015 (185 Days) 1% increase	2015 – 2016 (185 Days) 2% increase	2016 – 2017 (185 Days) 2% increase
1	\$41,039	\$41,860	\$42,697
2	\$41,860	\$42,697	\$43,551
3	\$42,697	\$43,551	\$44,422

Assistants will be eligible to move on to a higher Step after completion of a full School Year of employment.

1% retroactive increase effective at the start of the 2014-2015 School Year. All SLPA's begin at FY15 Step 1 retroactive to July 1, 2014.

Present policy as to anniversary dates for increments will be continued for the term of this Agreement.

Teachers with continuous service, meeting all the requirements for maximum salary shall be transferred to another category on the anniversary of their completion of 25 years of service in the Chicopee Public Schools.

Teachers in service on the effective date of this contract will move from the Master's Scale to the Master's plus 30 Semester Hour Scale, and tenure teachers on the Master's plus 30 Scale will be eligible to advance to the 2M/CAGS column, when such teachers are otherwise eligible after 25 years of service. A teacher with 30 or more years of service on the maximum step of the 2M/CAGS column shall receive an adjustment of Effective 2014: \$1,177; effective 2015-2016 School Year: \$1,200; effective 2016-2017 School Year: \$1,224. Teachers new to the system on or after the effective date of this contract, and teachers not on tenure on that date will, when approved by the School Committee, transfer to the next higher scale when otherwise eligible after 25 years of service.

As a general rule Teachers are not eligible for Unemployment Benefits during July and August unless the teacher is involuntarily separated from employment through a reduction in force, termination for cause, or non-renewal. The Superintendent of Schools may approve the collection of Unemployment Benefits during the summer after individual agreement with the separated employee.

DEFINITIONS

The terms used in the above Schedule will be interpreted and applied in accordance with the following definition:

Bachelor's Degree:

A Baccalaureate Degree earned at an accredited college or university.

Master's Degree:

A Master's Degree earned at an accredited college or university; or thirty (30) hours in a program approved by the Superintendent.

Master's Degree plus 30 Semester Hours:

A Master's Degree plus the completion of 30 credits beyond the Master's Degree in graduate studies at one (1) or more accredited colleges or universities; or a "Sixth Year Certificate" from an accredited college or university; or thirty (30) hours beyond the qualifications for Master's status in a program approved by the Superintendent.

Two Masters or a CAGS:

A Master's Degree in each of two (2) separate disciplines or a Certificate of Advanced Graduate Studies (CAGS) earned at an accredited college or university with at least fifty (50) credits beyond the BA degree or twenty-five (25) credits beyond the MA Degree.

COURSE ACQUIREMENT RULES

1. Course content must have received prior approval by the Superintendent before matriculating. Approval is discretionary.
2. Courses must be of a graduate level, related to the teacher's major or minor field of study. Waivers of this requirement may be granted by the Superintendent for good cause shown.
3. No excess undergraduate credits will be eligible for any placement.
4. For purpose of placement on 2M/CAGS, the Superintendent may grant equivalency credit for similar attainments such as CAS, Diplomas in Professional Education, and the like, if the Superintendent is satisfied that the acquisition of such similar attainments required similar effort and study.
5. Each teacher claiming eligibility for placement will be required to provide all necessary documentation. No inquiries will be made to any college or university by the administration to secure this material for a teacher, but such colleges or universities may be subsequently contacted for verification of records or for clarification if found necessary.
6. The School Committee and the CEA do not recognize College Credits or Degrees from Online Universities that are not accredited by NEASC or a similar reputable accrediting body.

COACHES SALARY SCHEDULE

The Salary Schedule for Coaches shall be as follows, effective _____, 2014.
0.0% Increase

Effective 2014

STEP	1	2
FOOTBALL		
Head Coach	\$5,930	\$7,309
Assts (4)	\$3,263	\$4,021
BASKETBALL		
Head Coach	\$4,942	\$6,154
Assts (2)	\$2,720	\$3,386
BASEBALL		
Head Coach	\$4,237	\$4,999
Assts (2)	\$2,331	\$2,751
SOFTBALL		
Head Coach	\$4,237	\$4,999
Assts (1)	\$2,331	\$2,751
HOCKEY		
Head Coach	\$3,813	\$4,502
Assts (2)	\$2,099	\$2,477
SOCCER		
Head Coach	\$3,671	\$4,361
Assts (2)	\$2,019	\$2,396
SWIMMING		
Head Coach	\$3,106	\$3,618
Asst. Swim Coach for Diving	\$1,866	\$2,273
TRACK		

Head Coach	\$3,389	\$4,127
Asst (1)	\$1,866	\$2,273
TENNIS		
Head Coach	\$2,259	\$2,826
GOLF		
Head Coach	\$2,259	\$2,826
CROSS COUNTRY		
Head Coach	\$2,259	\$2,826
SKIING		
Head Coach	\$2,684	\$3,270
INDOOR WINTER TRACK		
Head Coach	\$4,237	\$4,999
Asst. Winter Track Coach	\$1,866	\$2,273
GYMNASTICS		
Head Coach	\$3,389	\$4,127
Asst (1)	\$1,866	\$2,273
CHEERLEADING		
Head Coach	\$3,389	\$4,127
Asst (1)	\$1,866	\$2,273
VOLLEYBALL		
Head Coach	\$4,237	\$4,999
Asst. (1)	\$2,331	\$2,751
WRESTLING		
Head Coach	\$3,702	\$4,372
Asst. (1)	\$2,038	\$2,405
LACROSSE		
Head Coach	\$4,237	\$4,999

Asst. Coach	\$2,331	\$2,751
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COACHES SALARY SCHEDULE

The Salary Schedule for Coaches shall be as follows, effective _____, 2015.
0.0 % Increase

Effective 2015

STEP	1	2
FOOTBALL		
Head Coach	\$5,930	\$7,309
Assts (4)	\$3,263	\$4,021
BASKETBALL		
Head Coach	\$4,942	\$6,154
Assts (2)	\$2,720	\$3,386
BASEBALL		
Head Coach	\$4,237	\$4,999
Assts (2)	\$2,331	\$2,751
SOFTBALL		
Head Coach	\$4,237	\$4,999
Assts (1)	\$2,331	\$2,751
HOCKEY		
Head Coach	\$3,813	\$4,502
Assts (2)	\$2,099	\$2,477
SOCCER		
Head Coach	\$3,671	\$4,361
Assts (2)	\$2,019	\$2,396
SWIMMING		
Head Coach	\$3,106	\$3,618

Asst. Swim Coach for Diving	\$1,866	\$2,273
TRACK		
Head Coach	\$3,389	\$4,127
Asst (1)	\$1,866	\$2,273
TENNIS		
Head Coach	\$2,259	\$2,826
GOLF		
Head Coach	\$2,259	\$2,826
CROSS COUNTRY		
Head Coach	\$2,259	\$2,826
SKIING		
Head Coach	\$2,684	\$3,270
INDOOR WINTER TRACK		
Head Coach	\$4,237	\$4,999
Asst. Winter Track Coach	\$1,866	\$2,273
GYMNASTICS		
Head Coach	\$3,389	\$4,127
Asst (1)	\$1,866	\$2,273
CHEERLEADING		
Head Coach	\$3,389	\$4,127
Asst (1)	\$1,866	\$2,273
VOLLEYBALL		
Head Coach	\$4,237	\$4,999
Asst. (1)	\$2,331	\$2,751
WRESTLING		
Head Coach	\$3,702	\$4,372
Asst. (1)	\$2,038	\$2,405

LACROSSE

Head Coach	\$4,237	\$4,999
Asst. Coach	\$2,331	\$2,751

COACHES SALARY SCHEDULE

The Salary Schedule for Coaches shall be as follows, effective _____, 2016.
1.0 % Increase

Effective 2016

STEP	1	2
FOOTBALL		
Head Coach	\$5,989	\$7,382
Assts (4)	\$3,296	\$4,061
BASKETBALL		
Head Coach	\$4,991	\$6,216
Assts (2)	\$2,747	\$3,420
BASEBALL		
Head Coach	\$4,279	\$5,049
Assts (2)	\$2,354	\$2,779
SOFTBALL		
Head Coach	\$4,279	\$5,049
Assts (1)	\$2,354	\$2,779
HOCKEY		
Head Coach	\$3,851	\$4,547
Assts (2)	\$2,120	\$2,502
SOCCER		
Head Coach	\$3,708	\$4,405
Assts (2)	\$2,039	\$2,420

SWIMMING

Head Coach	\$3,137	\$3,654
Asst. Swim Coach for Diving	\$1,885	\$2,296

TRACK

Head Coach	\$3,423	\$4,168
Asst (1)	\$1,885	\$2,296

TENNIS

Head Coach	\$2,282	\$2,854
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GOLF

Head Coach	\$2,282	\$2,854
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CROSS COUNTRY

Head Coach	\$2,282	\$2,854
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SKIING

Head Coach	\$2,711	\$3,303
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INDOOR WINTER TRACK

Head Coach	\$4,279	\$5,049
Asst. Winter Track Coach	\$1,885	\$2,296

GYMNASTICS

Head Coach	\$3,423	\$4,168
Asst (1)	\$1,885	\$2,296

CHEERLEADING

Head Coach	\$3,423	\$4,168
Asst (1)	\$1,885	\$2,296

VOLLEYBALL

Head Coach	\$4,279	\$5,049
Asst. (1)	\$2,354	\$2,779

WRESTLING

Head Coach	\$3,739	\$4,416
Asst. (1)	\$2,058	\$2,429
LACROSSE		
Head Coach	\$4,279	\$5,049
Asst. Coach	\$2,354	\$2,779

PROMOTION

Promotion to a head coaching position, from an assistant coaching position in the same sport, will not result in loss of earnings. The promotion to head coach from assistant coach of an individual who was on Step 2 as an assistant coach will result in the placement of that individual on Step 1 of the salary schedule for head coach for that sport.

LONGEVITY

Any coach who has coached at least one (1) sport for the Chicopee School Committee, in each of the fifteen (15) consecutive years will receive an annual longevity payment of \$570. The annual longevity payment will increase to \$786 after having coached at least one (1) sport for each of twenty (20) consecutive years. The annual longevity payment will increase to \$1,001 after having coached at least one (1) sport for each of twenty-five (25) consecutive years. Multiple sport coaches will not receive multiple longevity payments. A coach must continue to be employed as a coach by the Chicopee School Committee in order to qualify for the annual coaching longevity payment.

Effective August ____, 2014, the amounts will increase to \$570, \$786 and \$1,001.

Effective August ____, 2015, the amounts will increase to \$581, \$801 and \$1,021.

Effective August ____, 2016, the amounts will increase to \$593, \$818 and \$1,041.

Each coach is responsible for notification to the Superintendent or his/her designee in writing upon attainment of the necessary years of service to qualify for longevity payments under this provision of the contract.

RETURN TO COACHING

If an individual employed as a coach leaves coaching and thereafter returns to coaching in the same sport, he/she or she will be placed on the next step of the salary schedule.

It is expressly understood that no individual will acquire tenure in coaching or other extracurricular activity positions and need not be rehired for such position.

EXTRACURRICULAR ACTIVITIES

All clubs/extracurricular activities will be paid by the season with one (1) unit per season with the following exceptions:

High School Band Director	7 units*
High School Drama	7.5 units*
Middle School Band Director	4 units*
Color Guard Director	3.5 units*
Assistant Band Dir. — High School	3.5 units*
Junior USA	
Director	5.5 units*
Color Guard Coordinator	4.5 units*
Chorus Coordinator	4.5 units*

* denotes units per year

It will be the responsibility of the building principal to determine how many seasons a club/activity will run.

S.O.S. Program Administrator	\$100/per session
Teacher	\$ 75/per session

In the event an extracurricular activity listed below is reinstated by the School Committee, such activity shall have a unit value as follows:

<u>Club</u>	<u>Unit Value</u>
Art	(1)
Astronomy	(1)
Black Studies	(1)
Chemistry	(1)
Chess	(1)
Chorus	(2.5)
Assistant	(1.25)
Class Advisor	
Sophomore	(1)
Commercial	(1)
Drama	(1.15)
F.A.C.E.	(1)
French	(1)
Future Nurses	(1)
German	(1)
Gym Team	(1)
Hiking	(1)
Home Economics	(1)
Instrumental – Elementary	
Intramural Sports (Middle School &	\$13.33 per hour (8/__/14)
High School Boys/Girls Basketball)	\$13.46 per hour (8/__/15)
	\$13.60 per hour (8/__/16)
Latin	(1)
Literary	(1)
Mathematics	(1)
Pep	(1)
Photography	(1)
Political Science	(1)
Science	(1)
Septic	(1)
Softball	(1)
Spanish	(1)
Swimming	(1)
Tennis	(1)
Touch Football (boys)	(1)
Weight Training & Physical Conditioning	(1)

CLUB ACTIVITIES

Extracurricular club activity may be carried on after the following conditions have been met:

1. The principal of each high school and middle school will submit a list of club activities to the superintendent for approval prior to the start of the season.
2. After approval by the Superintendent, club sponsor meetings will be posted thereafter. For new clubs the Superintendent will forward a copy of the request to the CEA and School Committee. Each party must respond within ten (10) school days from date of receipt with the request to negotiate unit values, otherwise, the new club is approved.
3. No clubs, other than those specifically proposed by the principal, and approved by the Superintendent, will be permitted to function.
4. All clubs/extracurricular activities will be offered on a seasonal basis. The “season” shall follow the sports seasons.
5. Minimum standards for approval of a club will be an activity which:
 1. Meets weekly.
 2. Meetings must be of at least one (1) hour in duration.
 3. The activity must sustain at least fifteen (15) active members throughout its period of activity.
6. It is understood and agreed that the above standards are set forth as minimum, and no restraints on additional enthusiasm are intended or implied. However, voluntary increase in activity above minimum shall not be a basis for a request for increased compensation.. Subject to all the foregoing, each club assigned a unit value as listed below. The monetary value of a single unit shall be \$445 for the term of the club’s annual activity. Effective 8/__/11, 8/__/12, and 8/__/13 the value of a single unit will be increased to \$449, \$453, and \$458 respectively.

OTHER SALARY SCHEDULES

1. Salary Schedule of the positions listed below shall be increased to the figure noted beside the position

Evening School Teacher	\$27.59/hour, \$27.87/hour, \$28.15/hour
Evening School Teacher assigned credit bearing courses	\$38.63 /hour, \$39.02/hour, \$39.41/hour
Summer School Teacher	\$27.59 /hour, \$27.87/hour, \$28.15/hour
Career and Technical Equipment After School Program Teacher	\$27.59 /hour, \$27.87/hour, \$28.15/hour

2. If a new bargaining unit position is established, the Committee will negotiate with the Association over the appropriate salary for such position.
3. If there are any substantial changes in the duties of any existing bargaining unit position, the Committee will negotiate with the Association regarding possible modifications in the salary for such position.
4. An individual serving in a coaching position in the Chicopee School System for the first time, regardless of prior coaching experience, will start at the minimum salary rate. After each year of service, the individual shall advance to the next appropriate column, until maximum is attained.
5. Head Counselor (Chicopee High, Chicopee Comprehensive High) - Annual stipend for additional school year duties and responsibilities. Any work days beyond the school year will be compensated on a per diem rate if approved in advance by the Superintendent or his/her designee. Effective 8/25/11, 8/25/12 and 08/25/13 this stipend will be increased to \$ 1,270 and \$1,282, and \$1,295, respectively.
6. Professional Broadcast Engineer/Teacher (this stipend is for assuming the full duties and responsibilities of this fifty-two week position).

<u>8/ /11</u>	<u>8/ /12</u>	<u>8/ /13</u>
\$8,575	\$8,661	\$8,747

7. Summer Program Directors

4 weeks	\$35.32/hr	\$35.67/hr	\$36.03/hr
6 weeks	\$35.32/hr	\$35.67/hr	\$36.03/hr

APPENDIX B

I. PURPOSE OF SUPERVISION AND EVALUATION

The purpose of the Chicopee Public Schools' evaluation instrument is to establish a structure to improve teaching and learning by creating a comprehensive understanding of a teacher's work, by supporting professional development, and by assuring accountability. The specific purpose of 603 C.M.R. 35.00 are: "(a) to provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and evaluator, and (b) to provide a record of facts and assessments for personnel decisions." (603 C.M.R. 35.01, Section 2)

Improving teaching and learning begins with the recognition that teaching is an extremely complex process, certain aspects of which can nevertheless be studied, understood, and described in terms of certain categories, indicators, and attributes of effectiveness.

It is on the basis of these indicators of effective teaching that the teachers' professional skills are assessed and evaluated utilizing a variety of data sources. These include, but are not limited to, classroom observations, conferences, analysis of student work, written teacher work and other professional communications. The intended outcomes of the process are several: to foster continuous self-examination of professional skills; to foster professional growth; to commend professional achievement; to provide a rational and reliable basis for making recommendations for the improvement of professional practice and instruction, and to provide a basis for making employment decisions as needed.

In the context of supervision and evaluation, a major role of the supervisor is to provide focus and feedback for the teacher about performance issues, to support and stimulate the teacher's thinking about instructional decisions and professional practices. The supervisor may identify those specific areas for improvement that need to be addressed. A supervision and evaluation process is most productive when both collaboration and respect exist between the teacher and the supervisor.

It is understood that in category #3, Professional Development Needed and category #4, Unsatisfactory, implies a responsibility both for teacher and for the supervisor or principal. The latter is responsible for the recognition and explanation or documentation of any teacher weakness and for providing recommendations, suggestions, examples and opportunities for improvements as well as for giving feedback on progress. The teacher is responsible for following the prescribed improvement plan* and for demonstrating strengthening in the area(s) of weakness.

(*Any significant expenses associated with requirements of the plan (i.e. courses, workshops, conferences, and travel outside the district) will be assumed by the school system.)

The Association and Committee agree that this professional growth and evaluation process includes the requirements set forth in the regulation of the Department of Education (603 C.M.R. 35.00) and that it meets or exceeds the standards which have therein been set forth.

II. EVALUATION PROCESS-CLASSROOM TEACHERS

The supervision instruments shall be distributed to all staff before the evaluation process is commenced.

DATA GATHERING

While formal classroom observation is an important source of information regarding the performance of a teacher, evaluators are expected to gather information in as many different ways as possible to produce the most complete and accurate picture of the teacher's overall performance. These may include classroom visitations (by advance or contemporaneous notice where the evaluator makes his/her presence known to the teacher), conferences with the teacher, review of materials produced by the teacher and/or students, letters of recommendation, communications from teachers, parents, and other persons who can provide firsthand information appropriate for consideration in the evaluation process consistent with the provisions of the Teachers' Contract and 603 C.M.R. 35:00.

In order to expand the time for Teacher collaboration, the parties agree that Teachers shall not be required to collect data for standards 3 and 4 of the Teacher Evaluation System and, further, that Elementary and Middle School Teachers shall not be required to complete ISSPs (Individual Student Success Plans).

LETTER AGREEMENT

IN ADDITION to those contractual changes which are set forth in the basic contract between the SCHOOL COMMITTEE OF THE CITY OF CHICOPEE and the CHICOPEE EDUCATION ASSOCIATION -- UNIT A -- : the following understandings and interpretations are agreed to in order to provide smooth administrative handling of questions arising under the contract:

- 1) ARTICLE III - D 2 (Grievance Procedure) At this level, the Superintendent is to be sure that if the grievant is not a member of the CEA, that the CEA is notified of the date, time and place for the grievance, so that the CEA may be present to state its views.
- 2) ARTICLE V - (Teaching Hours and Load) It is agreed that the past practice of scheduling preparation periods for resource teachers will be continued.
- 3) ARTICLE XVIII – (TEMPORARY Leaves of Absence) In accordance with the General Laws of the Commonwealth and past practices, time will be allowed for attendance at funerals or memorial services for deceased veterans, and for attending Veteran's Conventions (See GL c.41, Section III J.)
- 4) ARTICLE XX - (Sabbatical Leaves) It is to be understood by the Administration that a teacher may apply for a sabbatical leave during the seventh consecutive year of his/her service, in accordance with paragraph B of this Article.

IN WITNESS WHEREOF the parties hereto set their respective hands and seals this second day of October, 1978 through duly authorized representatives.

SCHOOL COMMITTEE OF THE CITY OF CHICOPEE

By:

CHICOPEE EDUCATION ASSOCIATION

By:

TRANSFERS: Note: In those areas where seniority is listed among a number of other criteria, we would add the following: "in instances where other criteria are relatively equal then seniority will become the controlling factor"

SIDE LETTER 1

It is understood that Teachers will have access to WI-FI at the high schools but the District reserves the right to deny such access in the event that passwords given to Teachers are compromised allowing unauthorized access to others such as students.

SIDE LETTER 2

The District shall make a reasonable effort to schedule CEA Officers' (President, Vice-President, and Grievance Chairperson) non-instructional time (preparation and/or cover periods) for the last two periods of the work day for Officers who work at the secondary schools and the last period of the day for Officers who work at the elementary schools.

SIDE LETTER 3

The District will issue a memorandum to elementary school principals explaining that teachers are permitted the option to distribute report cards over the 7 days period prior to parent teacher conference day (and have the designated parent teacher conference day off) or work on the parent teacher conference day and not distribute in advance. The District will issue a letter of completion to the union following notification to the principals.

SIDE LETTER 4

The District will issue a memorandum to the building principals reminding them to rotate IEP meetings throughout the day so that no one particular class block is disproportionately affected. The District will issue a letter of completion to the union following notification to the principals.

SIDE LETTER 5

The School Committee is in the process of promulgating an intellectual property policy.