

Holyoke Teachers Association *and* **Holyoke Public Schools**

Collective Bargaining Agreement
July 1, 2019 – June 30, 2022

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PART I: INTRODUCTION

Central to the vision of the Holyoke Public Schools is the empowerment of individual schools in a decentralized district environment. In the past, common terms and conditions of employment have been centrally negotiated and uniformly applied, regardless of each school's unique needs. Moving forward, local stakeholders will determine the nature and utility of terms and conditions of employment previously set centrally, consistent with the directives of and subject to the approval of the Superintendent.

In addition to school empowerment, several other guiding principles influenced this document:

- **Teaching as a Profession.** This document presents professional policies for working conditions, compensation, and evaluation of teachers.
- **Flexibility to Drive Rapid Student Progress.** This document preserves the ability to make necessary changes quickly for the benefit of improving student outcomes.
- **Effective Use of Resources.** Given the historically tenuous financial circumstances of the District, a conscious effort was made to align scarce resources with educational priorities.

ARTICLE 1: PARTIES AND ASSOCIATION RECOGNITION

The Holyoke School Committee: The parties acknowledge that a Receiver has been appointed for the District and is vested with all the powers of the Superintendent and the School Committee pursuant to G.L. c. 69, §1K. and can exercise all powers granted to the School Committee, District and/or Superintendent herein. Wherever a reference in a collective bargaining agreement is made to the "School Committee" or the "Superintendent," it will be interpreted to mean the "Receiver."

Holyoke Teachers Association/Massachusetts Teachers Association/National Education Association: The Holyoke School Committee recognizes Holyoke Teachers Association as the exclusive bargaining representative for all full-time and regular part-time classroom teachers, teachers in federal projects, guidance counselors, department heads, librarians, teachers of special subjects, speech therapists, coaches, extra-curricular personnel, school psychologists, placement officer, teachers of driver education, teachers on the regular Holyoke staff teaching in the Holyoke Summer School, and teachers on regular Holyoke staff teaching in alternative programs, excluding substitutes, Nursery/Day Care Personnel, Athletic Trainer, the Superintendent of Schools, the Assistant Superintendent of Schools or the equivalent positions, confidential and managerial employees, and all other School employees.

ARTICLE 2: DEFINITIONS

- The term "committee" as used in this Agreement means the Holyoke School Committee and the school administrative organization.
- The term "parties" as used in this Agreement refers to the committee and the Association
- The term "school" as used in this Agreement means any work location or functional

division maintained by the school department.

- The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.
- The term "teacher" and the term "person" as used in this Agreement mean a person employed by the committee in the bargaining unit as described in Article 1.
- The term "Association representative" as used in this Agreement means any qualified designee of the Association.
- Wherever the term "elementary" is used in this Agreement it is to include kindergarten and pre-kindergarten.
- Wherever the singular is used in this Agreement, it is to include the plural.
- The term "administration" as used in this Agreement refers to the Superintendent or any qualified designee of the Superintendent so stated in writing.

ARTICLE 3: MANAGEMENT RIGHTS

Subject only to the limits stated in this Agreement, the Holyoke Teachers Association recognizes that the Holyoke School Committee and the Superintendent retain the exclusive rights to manage its affairs, including (but not limited to) the right to determine the means and methods of operation to be carried out, to direct its employees, and to conduct district operations in a safe and efficient manner, implement part time positions at its discretion and outsource positions in whole or in part provided that no bargaining unit member with professional status shall be laid off, except in instances where the Superintendent utilizes the processes described in Article 4 of this agreement.

Nothing contained in the collective bargaining agreements shall be construed to limit the rights of the Receiver and/or the Commissioner as provided in G.L. c. 69, § 1K.

The Receiver may outsource work in whole or in part, may transfer bargaining unit work, and may hire and employ part-time employees.

The Receiver may create nontraditional administrative positions in order to operate the district efficiently. Such positions will not be covered by any district collective bargaining agreement.

The Receiver may change work schedules for all bargaining units to mirror the time that schools are in session and offices are open.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect, while at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, the Achievement Gap Act, and any subsequent amendments thereto.

The Superintendent and the School Committee reserve and retain the customary and other rights afforded to them by statute or otherwise.

ARTICLE 4: CHANGES DURING THE LIFE OF THE AGREEMENT

Any changes to provisions of this agreement which the Superintendent deems necessary to maximize the rapid improvement of academic achievement of Holyoke students may be implemented at the start of the next academic semester or sooner if by mutual agreement, following a 45 calendar day period of good faith negotiations with the Association. Such changes however, may be implemented immediately following the negotiation period if unforeseen circumstances as determined by the Superintendent make immediate implementation appropriate.

For any issue not covered by this agreement, the Superintendent may implement changes after a 20 calendar day period of good faith negotiations.

This article shall not be subject to arbitration.

ARTICLE 5: DURATION OF AGREEMENT

This Agreement shall take effect July 1, 2019, and shall continue until June 30, 2022.

PART II: ASSOCIATION PRIVILEGES and RESPONSIBILITIES

The Holyoke Public School District aims to build on the assets of Holyoke students, parents, educators, community members, and partners to create great schools for Holyoke. As a key District partner, the Holyoke Teachers Association is uniquely positioned to be a force for positive change. The District seeks a genuine partnership with the Association and its members to drive rapid improvement in the Holyoke Public Schools.

ARTICLE 6: FAIR PRACTICES

As sole collective bargaining agent, the Association will continue its policy of accepting into voluntary membership all eligible persons in that unit without regard to race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status. The Association will represent equally all persons without regard to membership, participation in, or activities in, any employee organization. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental, or veteran status, or participation in, or association with, the activities of any employee organization.

ARTICLE 7: PAYMENT OF DUES

The Association may secure authorization of payroll deductions for Association dues. Such authorization may be receivable as provided by law. The Committee will request the Treasurer of the City of Holyoke to submit such sums in total to the Association Treasurer.

ARTICLE 8: PAYROLL DEDUCTIONS FOR AGENCY SERVICE FEE

Except for those employees who are certified as being members of the Association to the School Committee by the Association, the School Committee in accordance with Massachusetts General Laws, Chapter 150E, Section 12 shall require as a condition of employment the payment of, on or after the thirtieth (30th) day of employment, or the effective date of this provision, whichever is later, an agency service fee to the Holyoke Teachers Association/MTA/NEA.

The amount of such fee shall be equal to the amount required to be a member and remain a member in good standing of the Holyoke Teachers' Association MTA/NEA. Employees may have access to payroll deduction dues deduction as currently provided for purposes of paying such fee.

The Association will indemnify, defend, and hold the School Committee harmless against any and all claims made, and against any suit instituted against the School Committee on account of this agency service fee provision. Failure of the School Committee or its agents to cooperate with the Association shall relieve the Association of any obligation to indemnify and/or hold harmless the

School Committee. The present method of dues deductions for association members shall continue in force.

The terms of this provision are enforceable on an annual basis.

ARTICLE 9: BUILDING COOPERATION

The principal shall recognize the Association building/school representative as the official representative of the Association in the school.

The Parties agree that it is important to establish and maintain positive and professional relationships between the building principals (as chief executives of the buildings) and Association building representatives. The Parties agree to promote healthy cooperation and communication between the principal and the building representative in the interests of encouraging student academic growth.

No teacher shall engage in Association activities during the time he/she is assigned to teaching or other duties.

ARTICLE 10: PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representative from meeting with any teacher for expression of a teacher's views.

Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.

Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

ARTICLE 11: DISTRIBUTION OF AGREEMENT

The District agrees to assist in the distribution of the Agreement to each member of the bargaining unit presently employed by the Committee and to each new teacher hired by the Committee. Additionally, the Committee or District may post the Agreement online.

ARTICLE 12: USE OF FACILITIES BY ASSOCIATION

Before the opening of, during, and after the close of school, the Association shall have the right to use designated areas in school buildings for meetings of teachers, provided there is no interference

with any scheduled school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for building use shall conform to School Committee Rules and Regulations provided, however, that there shall be no cost to the Association for such meetings if no overtime custodian cost is involved.

ARTICLE 13: DISTRIBUTION OF MATERIALS

The Association shall have the right to place Association-related materials in the mailboxes of teachers and other professional employees.

ARTICLE 14: BULLETIN BOARDS

The Association shall be provided a clearly designated Association bulletin board for the purpose of posting Association-related notices and other materials. Such space shall be provided in each building for the exclusive use of the Association.

ARTICLE 15: SCHOOL VISITATION BY AUTHORIZED ASSOCIATION REPRESENTATIVES

Upon notification by the Association, the Superintendent shall authorize one or more official representatives of the Association to visit schools during working hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement.

ARTICLE 16: ASSOCIATION LEAVE

One teacher with professional teacher status who is an officer of the Association or who is appointed to its staff may, upon proper application, be given a leave of absence without pay for the purpose of performing legitimate duties for the Association. An employee given a leave of absence without pay shall be responsible for the payment of the full health care premium (if applicable) and shall not accrue customary benefits (e.g., additional sick/vacation time, salary advancement, etc.) while on leave.

ARTICLE 17: LEAVE FOR CONFERENCES AND CONVENTIONS

Subject to the approval of the Superintendent, time necessary for individual Association representatives to attend conventions of affiliated bodies and educational conferences may be granted without pay; provided, however, that the total amount of time taken by all such representatives shall not exceed a total of twenty (20) days. Association representatives may use a personal day for such leave.

ARTICLE 18: GRIEVANCE PROCEDURE

It is the intent of the parties to the Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Association or a member or members of the bargaining unit and the District. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving alleged violations of specific provisions of this Agreement, provided however, that disputes involving school based decision making and other subject matter identified in Section 5 of this Article shall be resolved solely pursuant to the provisions of Section 7 of this Article. In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

Section 1: The term "grievance" shall be construed to mean an express violation of a written provision of this Agreement. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision.

Section 2: The grievance shall be submitted in writing to the building principal within 30 days of the alleged violation and shall identify with specificity the provision(s) of the Agreement alleged to have been violated.

Section 3: An aggrieved teacher shall first discuss the dispute with his/her principal either directly or accompanied by the Association representative with the objective of resolving the matter informally. The principal shall communicate his/her decision to the teacher within five (5) school days after receiving the complaint.

Section 4: If the decision of the principal is not satisfactory (or if a decision was not rendered within the time specified), the aggrieved may appeal it within five (5) school days to the Superintendent or his designee. The Superintendent or his designee shall arrange a meeting within five (5) school days from the date of receiving the grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not satisfactorily handled (or if a decision has not been rendered by the Superintendent or his designee), then where applicable the grievance may be processed as indicated below.

Section 5: *Dispute resolution processes*

The following table outlines processes to be used (i.e., arbitration, mediation, hybrid approach, or not applicable) to resolve disputes arising out of the enumerated articles:

Introductions of Each Section		Mediation
Part I: Introduction		
Article 1:	Parties and Association Recognition	Arbitration
Article 2:	Definitions	Arbitration
Article 3:	Management Rights	N/A
Article 4:	Changes during the Life of the Agreement	N/A
Article 5:	Duration of Agreement	Arbitration

Part II: Association Privileges and Responsibilities		
Article 6:	Fair Practices	Arbitration
Article 7:	Payment of Dues	Arbitration
Article 8:	Payroll Deduction for Agency Service Fee	Arbitration
Article 9:	Building Cooperation	Arbitration
Article 10:	Protection of Individual and Group Rights	Arbitration
Article 11:	Distribution of Agreement	Arbitration
Article 12:	Use of Facilities by Association	Arbitration
Article 13:	Distribution of Materials	Arbitration
Article 14:	Bulletin Boards	Arbitration
Article 15:	School Visitation by Authorized Association Representatives	Arbitration
Article 16:	Association Leave	Arbitration
Article 17:	Leave for Conferences and Conventions	Arbitration
Article 18:	Grievance Procedure	Mediation
Article 19:	Resolution by Peaceful Means	Mediation
Article 20:	Meeting with Superintendent	Arbitration
Part III: General Working Conditions		
Article 21:	School-Based Decision-Making <i>**Mediate "Changes to School Operational Plans throughout the Year" and "Areas for School-Based Decision-Making.": Mediation; all else N/A</i>	Hybrid**
Article 22:	School Operational Plans	Mediation
Article 23:	Work Year	Mediation
Article 24:	Work Day	Mediation
Article 25:	Academic Calendar	Mediation
Article 26:	Teacher Hiring and Promotions	Mediation
Article 27:	Teacher Assignments <i>**Posting procedure only subject to Arbitration; all else Mediation</i>	Hybrid**
Article 28:	Teacher Displacement	Mediation
Article 29:	Duty Free Lunch	Mediation
Article 30:	Itinerant Teachers	Arbitration
Article 31:	Continuity of the Teaching Process	Mediation
Article 32:	Professional Development	Mediation
Article 33:	Seniority <i>**Creation and accuracy of seniority list subject to Arbitration; all else mediation</i>	Hybrid**
Article 34:	Advance Notice of Resignation or Retirement	Mediation
Article 35:	Reduction in Force	Mediation
Article 36:	Teacher Dismissal and Discipline <i>**Teacher Dismissal: Statute; all other teacher discipline: Arbitration</i>	Hybrid**
Article 37:	Automobile Vandalism	Arbitration
Article 38:	School Facilities/Health and Safety	Arbitration
Article 39:	Notice and Announcements	Mediation
Article 40:	Health and Safety Standards	Mediation
Article 41:	Assistance in Assault Cases	Arbitration
Article 42:	Personnel Files	Arbitration

Part IV: Evaluation and Supervision		
Article 43:	Evaluation <i>**Under the standards set forth in the evaluation document</i>	Arbitration**
Part V: Compensation: Benefits		
Article 44:	Sick Leave	Arbitration
Article 45:	Sick Leave Abuse	Arbitration
Article 46:	Sick Leave for Injury	Arbitration
Article 47:	Military Leave of Absence	Arbitration
Article 48:	Organized Reserved Forces	Arbitration
Article 49:	Personal Leave	Arbitration
Article 50:	Maternity Leave	Arbitration
Article 51:	Bereavement Leave	Arbitration
Article 52:	Professional Leave	Arbitration
Article 53:	Leave without Pay	Arbitration
Article 54:	Return from Leave of Absence	Arbitration
Article 55:	Jury Duty	Arbitration
Article 56:	Tax-Free Annuity	Arbitration
Article 57:	Health Insurance	Mediation
Article 58:	Life Insurance	Mediation
Article 59:	Tuition Reimbursement	Arbitration
Article 60:	Mileage Allowance	Arbitration
Part VI: Compensation: Salaries		
Article 61:	Professional Compensation System	Mediation
Article 62:	Career Ladder <i>**Explicit salary commitment from Human Resources: Arbitration; all else Mediation</i>	Hybrid**
Article 63:	Stipends for Leadership and Other Roles	Mediation
Article 64:	Other Compensation	Mediation
Article 65:	Method and Time of Payment	Mediation

Section 6: Arbitration: A grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Association to arbitration. The proceeding may be initiated by filing with the Superintendent and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent or his designee under this Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The arbitrator shall issue his/her decision no 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 of transmitting the final statements and proofs to the arbitrator.

The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issued submitted. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as initialed by the parties to the dispute, and

both will abide by it. The arbitrator's fee will be shared equally by the parties of the dispute. The Superintendent agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Association agrees that it will not bring or continue, and that it will not represent an employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. In rendering a decision, the arbitrator shall have no authority to add to, detract from, alter or amend the agreement in any way and shall have no authority to render an award with respect to matters of inherent managerial rights or other rights granted to the Superintendent and/or School Committee or Receiver by statute.

Any underlying act or omission that results in a grievance shall have occurred while the Agreement was in effect in order to be processed to arbitration.

Section 7: Mediation: A grievance alleging a violation of one of the articles identified as subject to mediation may be filed under the provisions of sections 1 through 4 of this Article. If the grievance is not resolved after presentation at step 4, mediation of the grievance may be initiated in accordance with the following provisions.

- A. Within 10 days of receipt of the decision at step 4, the Association may demand mediation of the dispute. Within forty (40) days of the demand for mediation the parties shall meet for the purpose of mediation. The mediations shall take place at the District Administration Building. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by the parties.
- B. The mediator selected by the parties shall be assigned to mediate on the same day a minimum of four grievances unless otherwise agreed by the parties. If one of the above mediators is unable to schedule a mediation conference within forty (40) days from the receipt of the appeal, it will be referred to the next mediator in line. The fees and expenses of the mediators shall be shared equally by the parties.
- C. Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without detriment to their legal position. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversarial proceeding or judicial forum. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial or other proceeding:
 - a. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
 - b. Admissions made by another party in the course of the mediation proceeding;
 - c. Proposals made or views expressed by the mediator; or
 - d. The fact that another party had or had not indicated willingness to accept a proposal

for settlement made by the mediator.

D. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute.

E. Mediation shall conclude in one of the following ways:

- a. By the execution of a settlement agreement by the parties; or
- b. By a written declaration of the mediator, a party, or the parties to the effect that the mediation proceedings are concluded.

Section 8: Miscellaneous Provisions: All appeals within Section 1 through 5 of this article must be taken within seven (7) calendar days of a decision. Failure to process a dispute within the allotted time shall result in the waiver of the grievance.

Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.

The Association shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.

Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the Association representative or by any other teacher of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other teacher organization other than the Association.

When a teacher does not wish to be represented in the grievance procedures by the Association, the Association will have the right to be present at all steps and to state its views.

No individual who does not represent the Association may act as a representative of any other teacher on more than one occasion.

If hearings are held during school hours, the aggrieved and up to three (3) members of the Grievance Committee of the Association may attend without loss of pay. The time of the hearings shall be held at the discretion of the arbitrator; the arbitrator shall obtain the Superintendent's approval for the time of hearing.

The following matters shall not be considered to be the basis of any grievance under this procedure:

- The termination of the service of or the failure to re-employ any probationary teacher by the Superintendent.
- The granting of professional teacher status to a teacher without professional teacher status.

The Association agrees that it will set up a Grievance Committee.

Both the Superintendent and the Association shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.

The Introduction and the narratives in each section of this document shall not subject to the provisions of this article.

ARTICLE 19: RESOLUTION BY PEACEFUL MEANS

The Association and Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, or by policy, practice, directive or tradition.

ARTICLE 20: MEETING WITH SUPERINTENDENT

The Superintendent will meet with the Holyoke Teachers Association president or his/her designee on a monthly basis during the school year.

PART III: GENERAL WORKING CONDITIONS

The District has empowered school communities to make decisions at the school level in return for accountability for results. To maximize the likelihood of success, each school must be permitted to implement programs that meet the needs of its students and community. Through a school-based decision-making process, each school will define the staff working conditions necessary for student success.

School leadership teams will create and publish annual “school operational plans” which will outline working conditions of staff in the building. Such operational plans will be subject to the Superintendent’s review and approval.

ARTICLE 21: SCHOOL-BASED DECISION-MAKING

Through the District Turnaround Plan, the Receiver has empowered school communities to make decisions at the school level through a school-based decision-making process. HPS encourages individual schools to develop different approaches for obtaining teacher input based on the unique needs and culture of their school, and seeks to ensure each school’s process is made transparent to the faculty.

HPS has established an “Instructional Leadership Team” as the default format for shared decision-making at the school level. Schools may also propose an alternative model for teacher engagement, subject to the approval of the Superintendent.¹ Through the school-based decision-making process, schools will create and publish annual “*school operational plans*” which will outline working conditions of staff in the building. Such operational plans will be subject to the Superintendent’s review and approval. The Superintendent will meet with the HTA president to discuss the plans, at the request of the HTA president. The Superintendent shall have sole and final authority to resolve any dispute related to the implementation or execution of a school operational plan.

ARTICLE 22: SCHOOL OPERATIONAL PLANS

Each school will implement a process to engage teachers in the development of the school’s operational plan.

Engagement of teachers must be substantive and allow for opportunities for leadership to both share information and receive feedback from teachers in the building to ensure staff support and buy-in. At the same time, Holyoke Public Schools recognize that individual schools may develop different approaches for obtaining teacher input based on the unique needs and culture of their schools, including the use of existing leadership bodies within the school.

¹ Appendix A, Section 1 of the District Turnaround Plan provided: Pursuant to G.L. c. 69, § 1K, the Receiver for the Holyoke Public Schools is vested with all the powers of the superintendent and school committee. Wherever a reference in a collective bargaining agreement is made to the “school committee” or the “superintendent,” it will be interpreted to mean the “Receiver.”

The parties intend maximum flexibility in school operations under this article. The Holyoke Public Schools shall have sole and final authority to resolve any dispute related to the implementation or execution of a school operational plan. School operational plans will be approved and then shared publicly, if at all possible, prior to the Holyoke Public Schools transfer process. Holyoke Public Schools teachers will receive notification that school operational plans are available to view.

Instructional Leadership Team- Default Model

All schools shall have an instructional leadership team as the vehicle for shared decision making at the school level. The Holyoke Public Schools has established a default format for this team but schools may propose modifications to the default subject to Holyoke Public Schools approval. Meeting dates and times will be posted, and association leadership and/or teachers in the school are welcome to observe meetings of instructional leadership teams.

The instructional leadership team shall participate in the development and approval of policies set forth in the annual operational plan, or subsequent revisions to this plan, which appear on the subject matter list below and address teacher working conditions. These policies shall be agreed upon by a majority of the instructional leadership team and also by the building principal. The goal is to reach important decisions impacting the school by mutual agreement. However, if an agreement cannot be reached at the school level, the Receiver/Superintendent shall make the final decision when approving the final school operational plan or subsequent revisions.

Unless schools have received approval to use an instructional leadership team with modifications, an instructional leadership team shall be established at each school as follows: one (1) representative from each grade level selected by the respective grade level team; one (1) specialist selected by the specialists at the school (specialists include all HTA bargaining unit members who do not belong to a grade level team, such as special education teachers, physical education teachers, guidance counselors, etc.); and an additional representative from the HTA bargaining unit designated by the principal. All HTA representatives will be elected by HTA members through secret ballot, except for the representative appointed by the principal. The instructional leadership team shall meet on a regular basis with the principal and the term of office shall be for one year.

Instructional Leadership Team- with Modifications

Schools may modify the structure, format, and composition of the instructional leadership team to meet the needs of their staff and students. So long as the instructional leadership team contains at least three HTA bargaining members selected by their peers, any modification to the team structure, meeting schedule, participants, or any other aspect of the team may be proposed. By way of example, such modifications may include:

- Include two sixth grade teachers on the team instead of a seventh grade teacher because no seventh grade teachers express interest in participating
- Invite a paraprofessional to participate on the Leadership Team
- Organize the Leadership Team by content area vs. grade level
- Use a school's instructional leadership team as a baseline but ensure two members of the

team are selected by their peers

Annually, schools will submit a one-page instructional engagement plan to the Receiver/Superintendent that outlines how they will engage educators in the development of the annual school operational plan. On this form, schools will indicate whether they will use the default instructional leadership team model or an instructional leadership team with modifications. If schools select an instructional leadership team with modifications, they must also include a written explanation of the model. The Receiver/Superintendent will have sole and final authority in approving modifications to schools' instructional engagement plans.

Changes to School Operational Plans throughout the Year

Once the annual operational plan is developed for a specific school, that document is presumed to govern teacher working conditions at the school for the following school year. Principals may submit a request to the Receiver/Superintendent to alter their operational plans during a school year after engaging their instructional leadership teams and their staff. The Receiver/Superintendent will have sole and final authority in approving any school year modifications to school operational plans.

Areas for School Working Conditions

Each school's annual school operational plan shall include but not be limited to discussion of the following items:

- Allocation of discretionary funds made available by the principal, including areas such as:
 - Wraparound services for students and families
 - After-school programs
 - School supplies
- School curriculum issues
- Professional development activities applicable to the school as a body
- School calendar
- Schedule for staff and students, provided that teachers will continue to receive duty-free lunch and regular preparatory time
- Scheduling of school-wide parent/teacher meetings
- Work before and/or after the regular school year
- Notices and announcements
- School health and safety issues
- Staff dress code
- Rotation of duties
- Class size
- Bulletin boards
- Other items as designated by the Receiver/Superintendent provided there is no material

- conflict with other provisions of this document
- Parent-Teacher Home Visit Project, if applicable
- Family-teacher communication
- Class coverage
- Practicum teacher assignment practices, if applicable

Decisions made in these areas through school operational plans shall be forwarded to the Association President and Receiver/Superintendent and shall be made available to schools.

The Receiver/Superintendent retains final authority over school working conditions as defined in each school's operational plan and its determination shall be final.

ARTICLE 23: WORK YEAR

The work year will be determined as part of each school's operational plan and will be made public if at all possible prior to the Holyoke Public Schools transfer process; we anticipate the plans be available by April 15. Holyoke Public Schools teachers will receive notification that work year schedules are available to view.

The student instructional year will be a minimum of 180 days. Beginning with the 2016-2017 school year, each preK-8 school's program shall be a minimum of 1330 student contact hours per school year. The Receiver/Superintendent may approve deviations to this provision with reasonable justification.

Effective July 1, 2019, a Pre-K to Grade 8 teacher will work a 7.5-hour student instructional day, unless otherwise stated in the school operational plan, for 180 days and up to 90 hours per year for additional responsibilities (e.g. before/after school duties, meetings, etc.); and an additional eight (8) days for professional development. Schools may adopt a 7 hour 5 minute student instructional day with 2 hours per week for common planning / professional development outside of the school day or a longer schedule through the school operational planning process.

Effective July 1, 2019, a Grade 9-12 teacher will maintain the current student daily instructional schedule 6 hours and 37 minutes for 180 student days. In addition, teachers will be available 15 minutes before and after the student day, 3 hours per month for after-school meetings, and 1 hour per week for after-school office hours. These hours may be rolled into a lump amount of 160 hours per year to be scheduled by the principal, with input from staff. Grade 9-12 teachers will be required to participate in nine (9) professional development days per school year.

With input from staff, the principal has the authority to decide how the up to 90 hours for preK-8 teachers and 160 hours for 9-12 teachers is distributed throughout the year. By way of example, one school may decide to have teachers arrive 15 min before students arrive and depart 15 min after students leave. By way of another example, another school may decide to have all teachers arrive 10 minutes before students arrive, teachers to have a rotating schedule on who has dismissal duty for 15 minutes (so that dismissal is always covered but only a portion of the teachers need to

stay on any given day), and a 1-hour staff meeting each month.

Total teacher hours during the normal school day for the year shall not exceed 1,850 hours (reference Article 61 on compensation for additional hours).

ARTICLE 24: WORK DAY

Teachers and other professional staff shall devote the time required, consistent with school operational plans, to achieve and maintain high quality education in the Holyoke Public Schools. For example, unless formally excused, teachers and other professional staff shall participate in all regular school functions during or outside of the normal school day, including faculty meetings, parent conferences, department meetings, curriculum meetings, graduations and other similar activities. Teachers will also be afforded regular preparatory time during their work week. Such preparatory time may include common planning periods and professional development. The work day will be determined as part of each school's operational plan and will be made public if at all possible prior to the Holyoke Public Schools transfer process. Holyoke Public Schools' teachers will receive notification that work day schedules are available to view.

ARTICLE 25: ACADEMIC CALENDAR

The Receiver/Superintendent will establish a baseline school calendar each year that may include student start date, school vacations and holidays. The Receiver/Superintendent may alter the academic calendar each year as needed. School and professional development sessions will not be held on state and federal holidays, unless agreed upon by a simple majority of teachers. However, supplementary academic programs, including Vacation Academies, may be held on these days.

The Receiver/Superintendent will determine the amount of professional development days that are reserved for district wide and school professional development. The instructional leadership team of the school will propose multiple options for flexible scheduling school-based professional development. The content of the school-based PD is to be determined by the instructional leadership team.

ARTICLE 26: TEACHER HIRING AND PROMOTIONS

In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.

Teachers shall be entitled to apply for open positions for which they are certified, by application to the building principal within ten days of the posting which identifies the position for which application is made.

For all open positions, the job description and qualifications, including appropriate certification,

duties, requirements, salary and other pertinent information relating to the position shall be posted on the School Department's web page and other sites as determined by Human Resources. The parties agree that a grievance alleging a failure related to the posting requirement (i.e., posting procedure) shall be subject to the grievance and arbitration provisions of this Agreement, but that all other disputes arising from this Article shall be resolved through the Agreement's mediation process.

Candidates shall be required to submit a formal application in writing or online.

ARTICLE 27: TEACHER ASSIGNMENTS

Teachers may express, in writing, to the principal their preferences of grade level, subject, department assignment. Programming preferences will be given consideration in preparing the organizational chart for the following year.

In order to preserve the proper educational climate, the Superintendent or Principal shall make every attempt to notify teachers of the following matters concerning their programs for next school year at as early a date as possible:

- Subjects to be taught
- Grades of the subjects to be taught
- Any academically talented, accelerated, honors, seminars, or special groupings which a teacher may be required to teach
- Number of periods
- Room assignments
- Any other pertinent information

ARTICLE 28: TEACHER DISPLACEMENT

The Superintendent has the right to reassign teachers and other staff who have been displaced from their positions. After discussion with the affected teacher or staff member, the teacher or staff member may be assigned to any open position for which he or she is qualified. If the teacher or staff member is not assigned to a mutually agreeable position, the Superintendent will assign the teacher or staff member to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching or administrative tasks, without reduction of base compensation. In the event that a teacher is receiving a stipend for extra time or other additional duties, those stipends would be eliminated.

ARTICLE 29: DUTY FREE LUNCH

Each teacher will be provided with a thirty (30) minute duty free lunch period. Except in emergency or extenuating situations, teachers shall be permitted to leave the school building

during their 30 minute scheduled lunch period with advance notice to the principal or his or her designee and with the completion of a signed In and Out log.

ARTICLE 30: ITINERANT TEACHERS

Itinerant teachers will be given non-instructional duties in the school where they spend the major portion of their time consistent with the regular duties assigned to teaching personnel in that building. These duties are not to deny a teacher time for lunch or time to arrive at the next assignment.

ARTICLE 31: CONTINUITY OF THE TEACHING PROCESS

Administration and teachers shall strive to limit non-evaluative or supervisory classroom interruptions, other than for emergencies.

ARTICLE 32: PROFESSIONAL DEVELOPMENT

Professional development will be determined by the school and district.

ARTICLE 33: SENIORITY

The Holyoke Public Schools shall prepare a seniority list which indicates the date on which all members of the bargaining unit were hired. Upon request, the Association shall be supplied with the list which shall be kept current.

ARTICLE 34: ADVANCE NOTICE OF RESIGNATION OR RETIREMENT

Teachers are expected to give 90 days' advance notice of resignation and/or retirement from the school system.

ARTICLE 35: REDUCTION IN FORCE

The Superintendent has the right to lay off teachers and other district staff due to reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational reasons. The Superintendent will establish the selection criteria for layoffs of teachers and other district staff. Such selection criteria may include, but are not limited to qualifications, licensure, work history (including elements such as discipline, attendance, evaluations, etc.), multiple measures of student learning, operational need and the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor.

The Superintendent has the right to reassign teachers and other staff who have been displaced from their positions. After discussion with the affected teacher or staff member, the teacher or staff member may be assigned to any open position for which he or she is qualified. If the teacher or staff member is not assigned to a mutually agreeable position, the Superintendent will assign the teacher or staff member to a position for which he/she is qualified. Such an assignment may include instructional support, substitute teaching or administrative tasks. If no such position exists, the teacher shall be laid off, subject to applicable statute.

The Superintendent retains the right to determine the number of teaching positions and other professional positions which are needed in the school system, and the Superintendent retains the right to determine the employees to be laid off consistent with provisions above, the General Laws of the Commonwealth, and the Regulations of the Massachusetts Department of Elementary and Secondary Education.

Definitions:

- **Seniority:** Seniority is defined as the total years of teaching service in the bargaining unit as defined in Article I, Recognition, in the Holyoke Public Schools.
- **Periods of service:** Period of service divided by a break due to resignation, termination or employment outside the bargaining unit shall not be added together to determine seniority. Employees who left the bargaining unit, but continue to be employed by the Holyoke Public Schools may return to the unit provided, however, that they achieved professional teacher status in Holyoke prior to leaving the unit, and they will be credited upon their return with their prior bargaining unit seniority.
- **Highly Qualified:** Certified by the Massachusetts Department of Education in accordance with M.G.L. c. 71 § 38G, as amended. For the purposes of this Article, teachers meet the certification requirement of qualification for certification categories based on information about new certifications in the Superintendent's Office as of November 1. The Superintendent shall promulgate and forward to the Association by January 1, a list of bargaining unit members with their seniority date and respective certifications. Teachers will have until January 31 to verify the information on existing certifications applying to them individually. On or before February 15, the Association will submit to the Superintendent a list of disputed items on said certification list. The parties will sign off on the agreed upon seniority list on or before March 1.
- **Professional Teacher Status:** The status of a teacher who meets the requirements under M.G.L. c. 71, § 41.
- **Certification Categories:** For purpose of this Article, the certification areas of the Massachusetts Department of Elementary and Secondary Education shall be utilized.

Teachers with professional teacher status who have been laid off pursuant to a reduction in force shall be eligible for any benefits for which they are eligible under the federal law known as "COBRA."

Copies of layoff notices shall be sent to the Association.

ARTICLE 36: TEACHER DISMISSAL AND DISCIPLINE

Teacher dismissal shall be governed exclusively by applicable statute.

Teachers may be disciplined for just cause. The Association may elect to grieve and arbitrate disciplinary matters (excluding dismissals) under the provisions of this Agreement, provided however that the disciplinary action has not been challenged in any other adjudicatory forum. In the event that the discipline is challenged in another adjudicatory forum subsequent to the filing of a grievance, the grievance shall be dismissed.

The employer will notify the employee subject to investigation of any situation which might lead to disciplinary action against the employee of the employee rights under state law and of their right to Association representation. If the employer determines that interviews with any members of the bargaining unit are necessary in furtherance of any investigation, the employer will inform the member of the bargaining unit that such interviews are required and will allow an Association representative to attend, as long as in the employer's determination, such presence will not compromise the investigation or unnecessarily breach any concerns regarding confidentiality.

Although there may be situations in which an employee's conduct justifies immediate removal from the school premises, by way of suspension or administrative leave with or without pay, the employer agrees that if feasible and practicable, it will notify the Association of its intention to take any such action and that it will afford the Association and the employee an opportunity to be heard prior to the implementation of such removal, or if the prior hearing is not possible, then the employer agrees that it will allow the Association and the affected employee an opportunity to be heard with regard to the removal as promptly as possible.

ARTICLE 37: AUTOMOBILE VANDALISM

The School Committee will, upon receipt of a documented claim and evidence of any insurance company payment, contribute a maximum of five hundred dollars (\$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 and executing the assigned duties of his/her job.

ARTICLE 38: SCHOOL FACILITIES/ HEALTH AND SAFETY

Whenever possible, the Superintendent will provide in each building:

- Reasonable storage space,
- Work room for preparing material for use in the classroom,
- Teachers' room,
- Well-lighted lavatories,
- Faculty library space,
- Bulletin boards for teachers' rooms where none already exist,

- A mailbox for each teacher,
- Facilities for media presentation,
- Consultation rooms for parent-teacher interview,
- Copy machines and computers for preparing instructional materials
- Access to school phones for local calls for personnel covered by the Agreement, and
- Suitable parking areas for teachers during school hours.

Security in school premises will be maintained, that is, weapons and contraband will not be brought upon school premises by students or others. Visitors to school premises will be required to check in. Concerns or violations will be brought forward to the Superintendent. The School Committee will work to ensure that security of the school premises is maintained.

Except in emergency situations, there shall be no painting done in school buildings occupied by students during school hours. The same shall apply to re-pointing of bricks, refinishing of floors, or use of disruptive chemicals for repairing buildings.

Each school will establish a protocol for parents and/or guardians to visit classrooms with expressed advance notification to the teachers.

ARTICLE 39: NOTICES AND ANNOUNCEMENTS

Teachers shall be notified in advance of special events which are to occur involving students such as eye and ear testing, assembly programs, etc.

A copy of all official notices and announcements pertaining to teachers shall be disseminated by email or in any other method that the Superintendent deems reasonable.

A directory of school personnel in the Holyoke Public Schools shall be made available online as soon as possible after the beginning of the school year.

A systematic method of circulating information shall be devised in each building. Classroom interruptions for notices or public address announcements shall be kept at an absolute minimum.

A copy of teaching programs and non-teaching assignments will be sent to the President of the Association by the principal of each building, on request.

ARTICLE 40: HEALTH AND SAFETY STANDARDS

School buildings may be closed when temperatures or other weather conditions become extreme, on the approval of the Superintendent of Schools or his/her designee, after consultation with the principal of said building.

ARTICLE 41: ASSISTANCE IN ASSAULT CASES

Principals shall immediately report orally all cases of assault suffered by teachers in connection with their employment to the Superintendent or his/her designee and in writing within 24 hours.

Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the teacher for relevant information in the Committee's possession not privileged under law concerning the person or persons involved, provided that the production of information does not interfere with investigation of the incident. The school department may indemnify teachers in accordance with the provisions of G.L. c. 258, s. 9.

ARTICLE 42: PERSONNEL FILES

No material derogatory to a teacher's conduct, service, character or personality, except incoming recommendations at the time of initial employment, shall be placed in the files by an administrator unless the teacher is shown a dated copy on or about the same time.

PART IV: EVALUATION AND SUPERVISION

The School District believes that the best way to improve educational experiences for students is to engage in routine conversations with teachers, individually and in small and large groups, about instruction and to provide teachers with specific, honest and regular feedback. The process should be transparent and have at its heart a desire to improve conditions to optimize student learning.

ARTICLE 43: EVALUATION

Teachers shall be evaluated according to the Holyoke Public School District's adaptation of the Massachusetts Department of Elementary and Secondary Education model system hereby incorporated by reference. Schools designated and approved by the Superintendent may use their own performance evaluation system as long as it meets state regulations set forth by the Board of Elementary and Secondary Education. Such plans shall be provided to the Association annually and will be subject to the same arbitration provisions and limitations as contained in the district's adaptation of the Massachusetts Department of Elementary and Secondary Education model system generally applicable to all other schools.

Teachers shall be provided with a copy of all written observations and evaluations.

PART V: COMPENSATION: BENEFITS

Holyoke Public Schools is committed to offering a compensation package which includes benefits to attract and retain teachers of the highest caliber. Benefits must provide support for teachers without diminishing the resources needed to educate our students.

ARTICLE 44: SICK LEAVE

Guidelines for Sick Leave Use: All full-time employees will accrue 1.0 day per month from September to June for a total ten (10) days per year. Sick time is accrued and posted on the last day of the month. Employees will start accruing sick time in accordance with the set guidelines at the start of their employment. Employees may use time from their accrued sick leave in ¼ day increments. Employees working less than half time are not eligible to accrue sick leave time. Part time employees who work at least half time will receive a prorated accrual.

Eligibility to accrue sick leave is contingent upon the employee either working or utilizing accrued sick time for more than half of the accrual period/ month and shall not be accrued in periods during which unpaid leave, short or long term disability leave, or workers' compensation leave are taken for more than half of the period.

Employees on an approved leave of absence (such as a leave protected and approved under Family and Medical Leave Act), must use all accrued sick leave time before the start of the unpaid time.

An employee may use accrued sick leave when the employee has a bona fide sickness, preventing the employee from reporting for and performing the employee duties. An employee may also use accrued sick leave to care for a family member with a serious health condition; such leave may only be used for an employee's spouse, child, or other relatives residing in the same household.

Employees may not borrow time from future accruals.

Sick leave is non-transferable.

Carry Over and Cash Out: Up to one-hundred twenty (120) days of accrued and unused sick time may be carried over from June 30th to July 1st. Employees who have more than one-hundred twenty (120) days accrued on June 30th shall be paid out their remaining days at a rate of \$100 per day for a maximum annual benefit of \$1,000. To receive such payment, the employee must be on the first payroll of the following school year. Payments shall be made only for days in excess of one-hundred twenty (120) accrued days. No payment will be made to an employee who resigns without providing the district with the ninety (90) day contractual notice or to an employee who resigns prior to the completion of the school year.

Transition to Sick Leave Policy: Effective July 1, 2019, employees who have more than one-hundred twenty (120) accrued days will be paid out for all remaining days, beyond one hundred twenty (120), at a rate of \$50/ day for up to a maximum amount of \$2,000.

The district will make such payment in September 2019. Employees must be active employees on the said date of payment in order to be eligible for such payment. Employees who are retiring and provide the contractual ninety (90) notice shall be eligible for such payments even if they leave prior to September 2019.

Assault Leave

Whenever, in situations, a teacher is absent from school as a result of an injury caused by an assault arising out of and in the course of his/her employment, he/she shall be paid his/her full salary for the period of his/her absence, not to exceed one (1) full year and without having such absence charged to the annual sick leave or accumulated sick leave. A teacher shall report to the Principal on the day of its occurrence, any injury sustained in confrontation with youth while the teacher is performing his/her duties. A Principal must report any such incident to the Superintendent of Schools on the day of its occurrence.

Catastrophic Leave

In cases of merit and the presence of extenuating circumstances, defined as serious and prolonged illness as evidenced by appropriate written medical certification, the Superintendent may grant additional catastrophic sick leave coverage after exhaustion of an individual's accumulated sick leave. The number of additional days granted to the teacher will not exceed the number of days accumulated at the start of the illness, and in no event will exceed ninety (90) working days subject to a 360 days maximum amount for the bargaining unit.

However, an employee who has an excess of 160 days previously accrued immediately prior to the effective date of the contract (June 30, 2019), may have all days in excess of 160 added to their catastrophic sick leave bank.

Factors that will be taken into consideration are: Professional Teacher Status, years of service with HPS, duration of the illness, record of previous use of sick time, and status throughout employment.

In order to be eligible for this benefit, an employee's illness or injury must be non-Worker's Compensation eligible and the employee must have been employed continuously with the district for at least 5 years and must have exhausted his or her leave entitlements.

Additionally, the grant or denial of extended benefits shall not be subject to the grievance arbitration provisions of this Agreement.

ARTICLE 45: SICK LEAVE ABUSE

Both parties to this Agreement believe that paid sick leave is an important benefit for employees and that any abuse of sick leave is detrimental both to the students of Holyoke and the membership of the Holyoke Teachers' Association. While recognizing that only a small fraction of teachers may abuse sick leave, the parties agree that no abuse of sick leave should be tolerated or condoned.

"Situations which suggest abuse" may include any absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

A principal may meet with the teacher in order to determine whether the teacher has a valid reason to justify such absences or any other concerns regarding unusual sick leave usage. The teacher may have an Association representative present at this meeting.

The principal may require a medical certificate after three consecutive days of absence or a pattern of suspicious absences. Medical certification shall be defined as a written documentation of illness and/or inability to attend work.

In any situation which persists to the point where the principal deems it necessary to consider disciplinary action against a teacher for suspected abuse of sick leave, the School Department shall notify the President of the Holyoke Teachers' Association.

In applying this provision, the employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick leave and agrees to reasonably interpret and apply this provision.

ARTICLE 46: SICK LEAVE FOR INJURY

Bargaining unit members absent due to a work related injury or illness shall be covered exclusively by M.G.L. Chapter 152 (Workers' Compensation Law), which shall not be subject to the arbitration provision of this Agreement. A member may at his/her option apply that portion of any sick leave days in his/her account that will permit him/her to maintain his/her salary during the period of the work related injury or illness. For each day of absence, the bargaining unit member will be charged with that portion of sick leave day which represents the difference between the Worker's Compensation payment and his/her regular pay.

ARTICLE 47: MILITARY LEAVE OF ABSENCE

Military leave of absence, without pay, shall be granted to a teacher with professional teacher status inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940, and subsequent amendments by the Congress. Upon return to the Holyoke School System, such teacher will be placed on the career ladder as if the teacher had not left.

ARTICLE 48: ORGANIZED RESERVED FORCES

Every person who is a member of a service component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of

absence without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days. This shall apply to reserve service which the teacher cannot postpone to the summer vacation. Members new to the unit or joining an Armed Forces Reserve Unit after September 1, 1984 will be governed by the following: Payment will be made under the above section; however, in no event is the member to receive a combined pay for the period which totals more than (s)he would normally receive for the same period while teaching.

ARTICLE 49: PERSONAL LEAVE

Purpose of Personal Leave: The purpose of personal leave is to provide employees with flexible paid time off from work that can be used for such needs as vacation, doctor/ medical appointments, volunteerism, and other activities of the employee's choice. The goal of this policy is to create more flexibility for employees, improve work/ life harmony, reduce unscheduled absences and the need for supervisory oversight, and provide incentives for employees with good attendance. Although this is the intention of increasing the number of personal days, we anticipate that most employees will use the sick leave cash out policy as an opportunity for additional earnings over time.

Guidelines for Personal Leave: An Employee may use up to five (5) accrued sick leave days for personal reasons. Personal leave days are an inchoate benefit arising out of sick leave accrual; they do not vest for an employee and may not be carried over year to year.

Employees shall notify their principal (or designee) as soon as they know that they will be absent from work but are required to provide, at minimum, a two day notice unless the personal leave is used for legitimate, unexpected emergencies. In all instances, personal leave must be approved by the employee's principal (or designee) in advance.

Except for *serious* extenuating reasons, which must be approved by the principal of the school (or designee), no such leave will be granted during the first or last week of school or during weeks when students are participating in state-wide testing. With the written approval of the principal (or designee), and with seven (7) school days' notice, up to three (3) percent of the employees covered by this agreement at a given school may be granted a leave on the work day preceding, or the work day after the Christmas, winter and spring vacation periods, and Labor Day, Columbus Day, Veterans Day, Martin Luther King Day, Good Friday, Patriots' Day and Memorial Day; such leave shall be administered on an equitable basis. As a condition of the granting of said leave, a completed lesson plan shall be submitted to the school Principal.

Employees may apply for such leave no less than ten (10) days prior to the holiday or vacation period and shall be notified of the Principal's approval within five (5) days or reasonably soon thereafter.

Under extenuating circumstances, employees who have accrued one-hundred twenty (120) days in their sick leave bucket may make a request to use up to a maximum of ten (10) accrued sick leave days for personal reason/s in a single school-year. Such requests will be made in writing at

least three (3) weeks in advance and must receive a written approval from the principal (or designee) *and* superintendent. Factors that may be considered include but are not limited to: the needs of the students, priorities of the school, expected percentage of staff expected to be in attendance, reason for the request, attendance record for the previous year, time of year.

A teacher who is denied personal leave may appeal the decision to the Superintendent or his/her designee, whose decision shall be final.

ARTICLE 50: PARENTAL LEAVE

A parental leave of absence of up to the end of the school year in which the leave commences, without pay, will be granted to a teacher. During such leave, the employee may use any accrued sick time in compliance with State and Federal Law. Application for such leave, accompanied by a physician's certificate, stating the expected date of delivery should be made at least thirty (30) days prior to the date of the commencement of the leave. The teacher shall make an irrevocable decision at that time as to whether the employee will return at the end of the Family Medical Leave for the birth of a child or extend the leave for what remains of the school year, on a form to be developed by the parties. The parties agree to follow the provisions of the Family Medical Leave Act with respect to such leaves.

ARTICLE 51: BEREAVEMENT LEAVE

In cases of death of near relatives, viz: spouse, father, mother, sister, brother, son or daughter, or for relatives residing in the same household, teachers shall be allowed absence of not more than five (5) calendar days in succession immediately following the day of the death, which shall not be charged against the annual and accumulated sick leave, and of three (3) calendar days in case of death of a father-in-law or mother-in-law, and of one (1) calendar day in cases of death of the following relatives whose place of residence is elsewhere than in the same household: brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, or grandchildren. Provided however, the Superintendent may at his/her discretion, grant additional bereavement days, but the granting of such additional days shall in no event cause the total number of days provided under this ARTICLE to exceed five (5) school days. The intent of this language is to provide bereavement leave for the teacher during the regular school year only, and is intended to be used only if the teacher would have worked and not been absent for any other reason.

ARTICLE 52: PROFESSIONAL LEAVE

Each teacher may be permitted one (1) day per year with pay to visit other classrooms in the Holyoke Public Schools or in other cities and towns to observe teaching techniques and/or to inspect teaching materials, or to attend an educational convention or conference. Such leave shall be subject to the prior approval by the school Principal and may be extended upon the recommendation of the Principal.

A teacher who is denied professional leave may appeal the decision to the Superintendent or his/her designee, whose decision shall be final.

ARTICLE 53: LEAVE WITHOUT PAY

Included in this article are leaves such as Marital leave, Peace Corps leave, and Leave to Study. Employees do not accrue benefits (e.g., sick leave, personal leave, salary advancement, etc.) while on leave of absence without pay. Employees are responsible for the full health insurance premium payment when on leave of absence without pay, unless federal or state law (FMLA and MMLA) requires otherwise.

Request for leave without pay must be filed with the Superintendent and must state the reason and period for which the leave is being requested.

In addition to maternity, leaves of absence without pay may be granted on account of prolonged illness, or they may be granted for other activities which would, in the opinion of the Superintendent, contribute to the future benefit of the Holyoke Public Schools. Leaves of absence without pay, except for maternity, will only be granted to teachers who have obtained professional teacher status in the City of Holyoke.

All leaves of absence without pay shall not be counted toward seniority, except those leaves of absence without pay of ten (10) school days or less (to be called short-term unpaid leave) shall be counted to the extent that they do not exceed a total of ten (10) school days. Once a teacher has accumulated ten (10) days of short-term unpaid leave, any subsequent leave without pay should not be counted toward seniority.

ARTICLE 54: RETURN FROM LEAVE OF ABSENCE

Any employee who fails to return to work as scheduled from a leave of absence, and who is not excused by the Superintendent shall be considered to have resigned from his/her employment. All employees shall be given written notice of this provision prior to the commencement of any leave of absence.

ARTICLE 55: JURY DUTY

Reasonable leave shall be allowed subject to the provisions of state law.

ARTICLE 56: TAX-FREE ANNUITY

The Teachers Association has adopted the Tax-Sheltered Annuity Plan which is offered through the city of Holyoke. A teacher is free to purchase such insurance through payroll deduction from a company of his/her own choosing.

ARTICLE 57: HEALTH INSURANCE

The City of Holyoke maintains a contributory group insurance plan in accordance with Chapter 32B as amended of the General Laws, which plan shall continue its coverage for eligible employees covered by this Agreement to the extent such plan is maintained by the City of Holyoke.

ARTICLE 58: LIFE INSURANCE

The City of Holyoke shall provide 63% of the cost of a \$2,000 life insurance policy as adopted by the City. In addition to the above fringe benefits, health-accident insurance is available to a regular teacher through the Holyoke Teachers Association.

ARTICLE 59: TUITION REIMBURSEMENT

The Committee shall reimburse at a rate of fifty percent (50%) of the actual cost of the courses up to a maximum of five hundred fifty dollars (\$550) per fiscal year per person.

The standard of work for said graduate courses must be that which is acceptable for graduate credit at an accredited university and must be approved by the Superintendent or his/her designee in advance, with strong preference towards graduate coursework in areas of need for the District

Course reimbursement will be effective within thirty (30) days of the date grade and course payment documentation is provided to the Superintendent of Schools. Reimbursement for courses will be made by separate check and not be treated as regular compensation under Chapter 32.

Payments will be made retroactively upon receipt of the proper documentation by the Superintendent of Schools. Teachers who intend to take qualifying courses for the following fiscal year must submit a statement of intent to attend a course(s) to the Superintendent.

ARTICLE 60: MILEAGE ALLOWANCE

Mileage allowances shall be payable only if authorized by the Superintendent.

Traveling personnel whose regular duties require them to travel to more than one school per day shall receive a per mile allowance that is equal consistent with the then-existing IRS rate.

Traveling personnel authorized by the Superintendent must submit documentation of said mileage.

PART VI: COMPENSATION: SALARIES

The vision of the HPS compensation system is to attract, retain and reward great teachers in the District. The professional compensation system compensates employees based on individual effectiveness, professional growth, and student academic growth.

ARTICLE 61: PROFESSIONAL COMPENSATION SYSTEM

Effective July 1, 2016, the Receiver/Superintendent implemented a new performance-based compensation system which contains a career path and which compensates employees based on individual effectiveness, professional growth, and student academic growth. This new system replaced the teachers' salary schedule. By mutual agreement by the parties, the [Professional Compensation Model](#) document became effective in SY2017. (*Appendix A*)

Effective July 1, 2019, a Pre-K to Grade 8 teacher will work a 7.5-hour student instructional day, unless otherwise stated in the school operational plan, for 180 days and up to 90 hours per year for additional responsibilities (e.g. before/after school duties, meetings, etc.); and an additional eight (8) days for professional development. Schools may adopt a 7 hour 5 minute student instructional day with 2 hours per week for common planning / professional development outside of the school day or a longer schedule through the school operational planning process.

Effective July 1, 2019, a Grade 9-12 teacher will maintain the current student daily instructional schedule 6 hours and 37 minutes for 180 student days. In addition, teachers will be available 15 minutes before and after the student day, 3 hours per month for after-school meetings, and 1 hour per week for after-school office hours. These hours may be rolled into a lump amount of 160 hours per year to be scheduled by the principal, with input from staff. Grade 9-12 teachers will be required to participate in nine (9) professional development days per school year.

ARTICLE 62: CAREER LADDER

The HPS compensation system includes a teacher career ladder containing five tiers- Novice, Developing, Career, Advanced, and Master- that compensates teachers commensurate with their development and impact on students. It is envisioned that student outcomes will improve by creating a professional compensation system that will attract new high-potential teachers and retain our best performers and leaders.

Novice teachers are typically first-year teachers entering teaching directly from college or who are new to the profession.

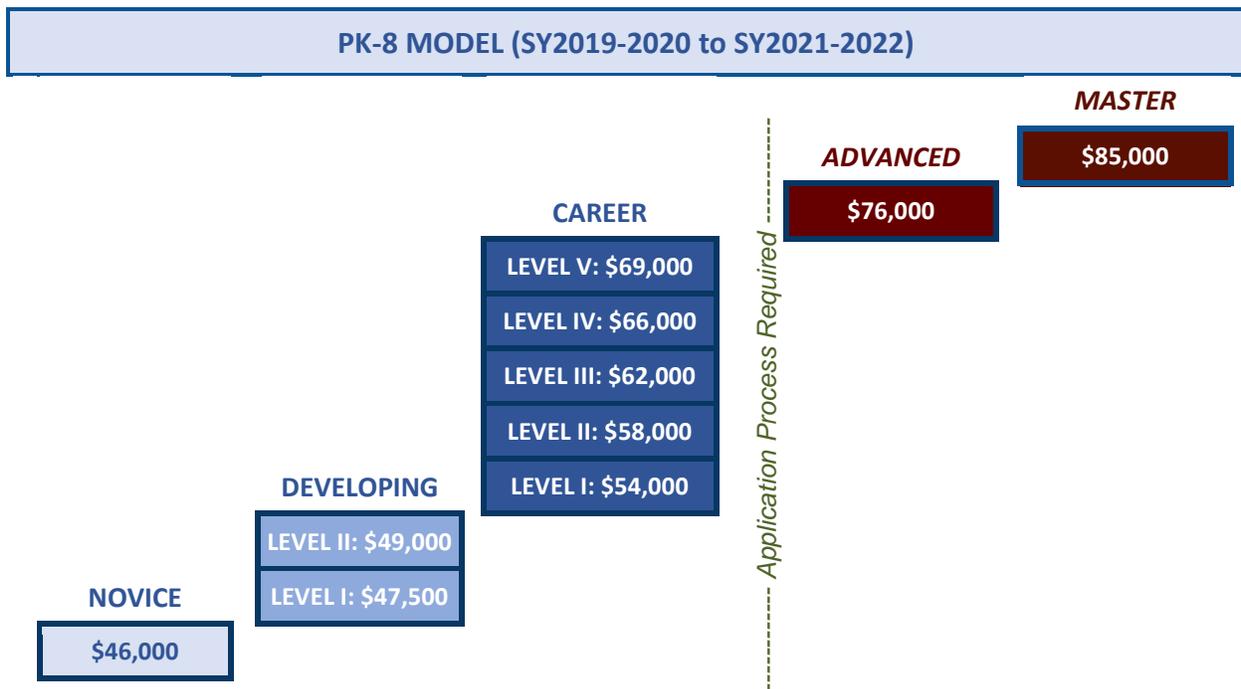
Developing teachers are early career educators, typically in their second or third year in the profession. There are two levels within the Developing tier.

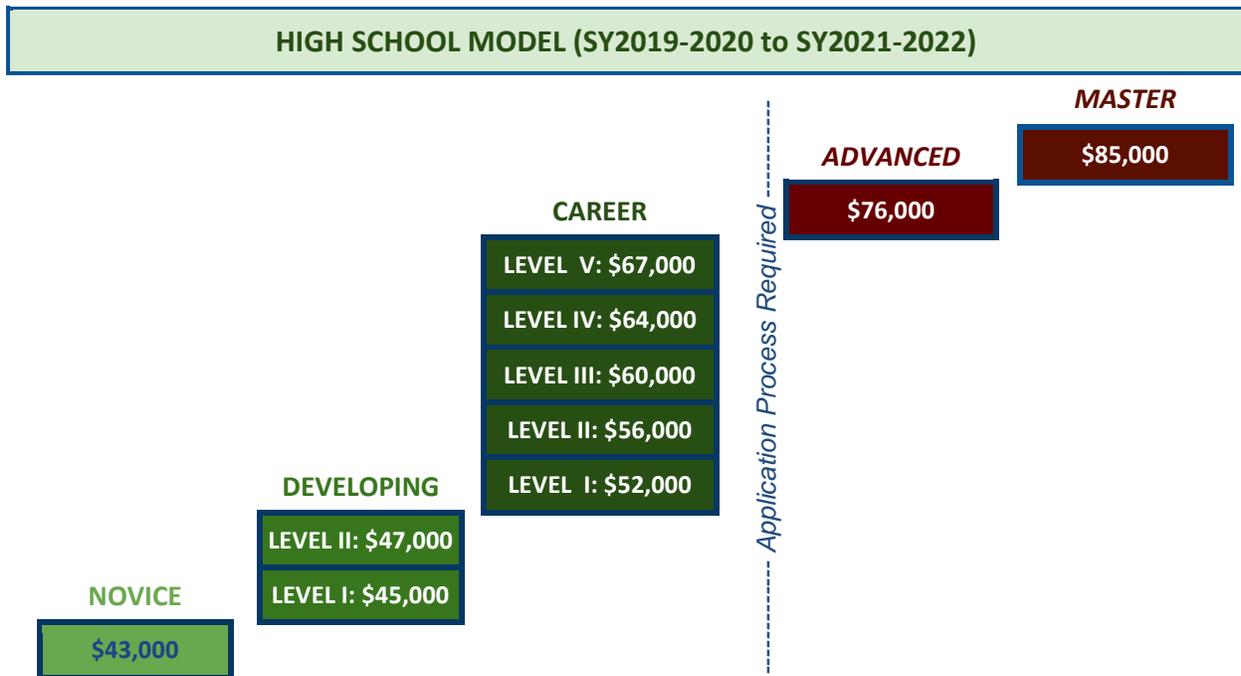
Career teachers have been recognized as strong educators. Career teachers serve as role models to less-experienced educators, and proactively drive their own professional growth. There are five

levels within the Career tier.

Advanced teachers are outstanding educators who serve as school-wide models of excellence. Advanced teachers typically have at least five years of experience and possess deep expertise in their craft.

Master teachers are exceptional educators who serve as district wide models of excellence. Master teachers have at least five years of experience, possess deep expertise in their craft, and are capable of elevating the practice of teachers who are still developing their craft to those educators who are highly skilled and talented. Master teachers will assume additional roles and responsibilities to support the district's improvement.





A Career V teacher who receives the requisite evaluation ratings as described in *Advancement on the Career Ladder* shall receive an additional \$1,000 added to their annual base salary annually. For SY2019-2020, High School Career V teachers who receives the requisite evaluation ratings as described in *Advancement on the Career Ladder* will receive an additional \$500 added to their annual base salary.

A Career Legacy teacher who receives the requisite evaluation ratings as described in *Advancement on the Career Ladder* shall receive an additional \$1,500 added to their annual base salary annually.

An Advanced teacher who receives the requisite evaluation ratings as described in *Advancement on the Career Ladder* shall receive an additional \$1,000 added to their annual base salary annually.

The Career Ladder will be reviewed and adjusted periodically to reflect market conditions. If the Receiver/Superintendent determines that it is necessary to adjust the base salaries, he/she will engage in the process outlined in the HPS Turnaround Plan.

Advancement on the Career Ladder:

A Novice teacher shall advance to Developing I and a Developing I teacher shall advance to Developing II annually provided that the teacher does not receive an end-of-year evaluation rating of “unsatisfactory”.

A Developing II teacher shall advance to Career I and all Career level teachers shall advance a level annually provided that an end-of-year evaluation rating of “proficient” or “exemplary” is received, with “proficient” or better ratings on all four standards. A teacher with an overall end-of-year rating of “proficient” who has achieved less than “proficient” ratings on all four standards may still advance to the next level with the recommendation of the building principal and the approval of the Receiver/Superintendent.

Additionally, employees who receive a rating of Needs Improvement on either Standard III or IV will still advance to the next level, if they submit an action plan on how they intend to reach proficiency on that standard next school year to the principal and the principal approves the action plan. If the employee does not reach proficiency by the following end-of-year evaluation, they shall not be eligible for advancement for the following school year.

A teacher may advance on the salary scale more rapidly than described above with the recommendation of the school principal, subject to the approval of the Receiver/Superintendent. Any such advancement will be limited to two levels above what the compensation plan would otherwise provide, provided however that a teacher may not advance to Advanced or Master status without going through the review process that applies district wide.

Novice, Developing, Career, and Advanced teachers shall not have his or her salary reduced based on the performance evaluation.

If no end of the year formative or summative evaluation is completed for a teacher, the teacher will advance to the next level.

Based on past experience and performance, a newly-hired teacher may enter the Career Ladder above the Novice level based on a principal’s recommendation and Receiver/Superintendent’s approval.

Evaluation Committee

An Evaluation Committee consisting of two Holyoke Teachers Association members, two members from the Holyoke Public Schools and a mutually agreed upon third party will hear appeals from teachers who do not receive the requisite evaluation rating.

A teacher can appeal to the Evaluation Committee for a secondary review if he or she does not receive the requisite rating for career/salary advancement. The Committee will examine the appeal and within two weeks shall make a recommendation as to whether a secondary review is warranted. The Receiver or designee shall select the secondary evaluator for any case recommended for secondary review. If the secondary review results in the minimum (or better) rating required for advancement, the teacher shall immediately advance.

Advanced and Master Teachers

The categories of Advanced will be established effective July 1, 2017, and Master teachers will be established effective July 1, 2018. The roles, expectations, and selection criteria for these teachers

will be developed by the District in consultation with the Holyoke Teachers Association Executive Board, Teacher Leadership Cabinet and other teacher volunteers and principals across the district, but will be subject to the approval of the Receiver/Superintendent.

The annual base salary for an “Advanced” teacher will be \$76,000. Advanced teachers must possess an initial or professional license. An Advanced teacher who receives the requisite evaluation ratings as described in *Advancement on the Career Ladder* shall receive an additional \$1,000 added to their annual base salary annually.

The annual base salary for a “Master” teacher will be \$85,000. Teachers selected for this position will receive a stipend based on their annual base salary in order to reach \$85,000. These stipend compensation amounts shall be included in the base pay, or otherwise considered as part of the teacher’s annualized salary, for retirement purposes. Master teachers must possess an initial or professional license.

A teacher who has attained the status of Career II and above and received “proficient” or “exemplary” end-of-year ratings the previous year can apply to become an Advanced teacher through a cumulative career portfolio.

A teacher who has attained the status of Career III and above and received “exemplary” end-of-year ratings the previous year can apply to become a Master teacher through a cumulative career portfolio. The portfolio may include: 1) student growth data over time; 2) endorsements from peers, parents, students, and administrators; and 3) evidence of effective instruction.

Eligible teachers shall be defined as teachers who: 1) have at least 5 years of experience; 2) have progressed to Career Level III or above; 3) possess an initial or professional license; 4) have earned an annual performance evaluation rating of “proficient” or “exemplary” over the year; and 5) any other criteria established by the Receiver/Superintendent.

Advanced teachers will work an additional 5 days per school year above the hours prescribed in a school’s operational plan. Master teachers will work an additional 10 days per school year above the hours prescribed in a school’s operational plan. Base compensation for Advanced and Master teachers reflect this additional time worked.

For School Proposals Requesting Additional Hours

Beginning with the 2019-2020 school year, teachers working at a school with an extended schedule beyond the base Holyoke Public School year for preK-8 beyond 1,500 hours shall receive stipends in the following amounts based on the hours worked:

1501 - 1550:	\$ 500
1551 - 1600:	\$ 1,000
1601 - 1650:	\$ 1,500
1651 - 1700:	\$ 2,000
1701 - 1750:	\$ 2,500
1751 - 1850:	\$ 3,000

Total teacher hours during the normal school day for the year shall not exceed 1,850 hours, excluding functions outside the normal school day, such as parent meetings, after-school functions and other similar activities.

These stipend compensation amounts shall be included in base pay, or otherwise considered as part of the teacher's annualized salary, for retirement purposes.

For retirement and other computation purposes, the teacher per diem salary rate shall be based on a 188-day school year.

ARTICLE 63: STIPENDS FOR LEADERSHIP AND OTHER ROLES

Commencing with the 2017-2018 school year, stipend roles and amounts for extra responsibilities including extracurricular activities, summer programs, and leadership roles shall be determined at the school level or, where appropriate, district level. School level roles and stipend levels shall be posted publicly and approved by the Receiver/Superintendent. District level roles may include the Teacher Leader Cabinet member, Technology Building Leads, Teacher Evaluation Committee member, Freshman Academy Leads, and the Vacation Academy teacher.

To the extent permitted by law, all payments and stipends for additional work or duties, including payments for expanded learning time, may be considered a part of the member's annual salary and shall be credited for retirement purposes. Annually, on a school by school basis the parties will execute a Memorandum of Understanding memorializing the stipends, positions, duties and amounts for that particular school year. Such stipends, positions, duties, and amounts are hereby incorporated by reference into the collective bargaining agreement solely for retirement purposes. The Receiver/Superintendent retains all discretion to create, eliminate, or modify stipends, positions, duties, and amounts at any point. The School Committee makes no warranties as to whether the Retirement Board will include these amounts for purposes of retirement computations.

ARTICLE 64: OTHER COMPENSATION

If the school Principal determines that the payment of additional compensation (in the form of stipends or honoraria) to a bargaining unit member is necessary to better serve the needs of the students and the Receiver/Superintendent supports such action, the Receiver/Superintendent shall notify the Association and may authorize the additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding teachers for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining teachers in the employment of the Holyoke Public Schools. The Receiver/Superintendent retains final discretion over the implementation of any additional compensation.

ARTICLE 65: METHOD AND TIME OF PAYMENT

Salaries of all personnel in the unit shall be paid in equal installments, commencing at a time consistent with state law.

Beginning SY 2019-2020, employees will automatically be placed on a twenty-two (22) pay period cycle. Employees will be given the option to receive their base pay over twenty-six (26) pay periods. To change to a twenty-six (26) pay period cycle, the employee must submit the *Teacher Pay Option* form to the payroll department by August 5th for the following school year. Once an employee elects to be paid on a twenty-six (26) pay period cycle, he/she/they will remain on this cycle unless he/she/they elects to move back to a twenty-two (22) pay period cycle by August 5th for the following school year.

Employees will pay deductions over twenty-two (22) pay periods. Employees who elect twenty-six (26) pay periods will only have the following deductions taken over the four (4) summer paychecks:

1. Federal and State Income Taxes
2. MED-TAX
3. Retirement
4. Other Compensation Adjustments

All optional deductions (e.g. health, dental, flexible spending account, life) will not be taken out during the four (4) summer paychecks.

The employer may require direct deposit of employee paychecks.

The employer may utilize and implement any reasonable method of employee timekeeping and payroll processing that it deems to be in the best interests of the district.

Signed in the City of Holyoke on this 12th day of June, 2019.

Holyoke Teachers Association:

Peter McAndrew, *Union President*

Holyoke Public Schools:

Dr. Stephen Zrike, Jr., *Superintendent*

Department of Elementary and Secondary Education:

Jeffrey C. Riley, *Commissioner of Elementary and Secondary Education*