

# AGREEMENT

Between

WESTFORD SCHOOL COMMITTEE

And



WESTFORD EDUCATION ASSOCIATION

UNIT B

July 1, 2023 – June 30, 2026

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## PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Westford we, the undersigned parties to this Contract, declare that:

- a. Under the laws of Massachusetts, the School Committee, hereafter called the Committee, elected by the citizens of Westford, has final responsibility for establishing the educational policies of the public schools of Westford. Unit B employees are responsible for reading and abiding by School Committee policy. The Committee will make School Committee policies and regulations readily available to all Unit B employees on the school website.
- b. The Superintendent of Schools of Westford (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- c. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the Unit B employees in the formulation and application of policies relating to wages, hours, and other conditions of employment. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered in this Agreement.
- d. Pursuant to law here applicable, neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its own representatives, and while no final agreement shall be executed without ratification by the Association and the Committee, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## ARTICLE I - SCOPE/RECOGNITION

The Committee recognizes the Westford Education Association as the sole and exclusive collective bargaining representative for Unit B employees of the Westford Public Schools who are evaluators of performance of Unit A members. Unit B includes the following positions: Grade K-12 Curriculum Coordinators, Grade K-2 Curriculum Coordinators, Grade K-5 Curriculum Coordinators, Grade 3-5 Curriculum Coordinators, Grade 6-12 Curriculum Coordinators, Grade 9-12 School Counseling Coordinators, and Student Support Team Leaders. Unit B excludes positions ineligible by law (Superintendent and Principals) and expressly excludes the Assistant Superintendent, Director of Special Education and Social Emotional Learning, Director of Equity, Curriculum and Instruction, School Finance Director, Director of Facilities, Data Management Specialist, Assistant Principals, Athletic Director, and those employed on an interim basis in a position covered by this Agreement.

## ARTICLE II - RIGHTS OF COMMITTEE

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Westford, the Committee is charged with final responsibility for the quality of education in, and the efficient and economical operation of, the Westford Public Schools. It is acknowledged that the Committee has the final responsibility of establishing the education policies of the Public Schools of Westford insofar as the law allows.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

### **ARTICLE III - RIGHTS WITH OR WITHOUT PROFESSIONAL STATUS**

The Superintendent may dismiss a Unit B employee with professional status for just cause after providing a written notice of intent to dismiss with an explanation of the grounds for the dismissal, and, a reasonable opportunity within fifteen (15) days after receiving such notice to review the decision with the Superintendent at which meeting such employee may present information pertaining to the basis for the decision and is entitled to have counsel at the meeting. A Unit B employee with professional status may seek review of a dismissal at arbitration under the procedures of Article V.

In the event of:

- Dismissal of a Unit B employee without professional status who has more than ninety (90) days of service; or
- Failure to renew a contract of a Unit B employee without professional status; or
- Dismissal from or the failure to renew the appointment of a Unit B employee to an extra duty enumerated in the salary schedule;

The employee shall have the right to meet and discuss the matter with the Superintendent and a right to have counsel at that discussion if the employee so desires, in instances when the employee has not received an indicated receipt of a prior unsatisfactory evaluation. However, it is recognized that the decision of the Superintendent after any such discussion is final and shall not be challenged through the grievance/arbitration provisions of this Agreement.

A Unit A employee with professional status who obtains a Unit B position will retain professional status upon transfer to Unit B.

### **ARTICLE IV – GRIEVANCES**

#### **Section 1. Definitions**

For the purposes of this Agreement, a “grievance” shall be defined as: Any complaint by an employee in the unit covered by this Agreement that (1) they have been subjected to a violation, inequitable application or misinterpretation of a specific provision of this Agreement, or (2) they have been subjected to an arbitrary or capricious act contrary to established practice.

An “aggrieved person” is the person or persons making the claim. 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.

Time Limits. All time limits herein, except in Section 6, shall consist of school days from September 1 through May 31. June 1 through August 31 may be referred to as “calendar days.” It is understood that any grievances pending at the conclusion of this contract will remain operative in the subsequent contract period unless settled in negotiations.

**Section 2.** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of Unit B employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

**Section 3.** All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

**Section 4.** Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing except that they may not be represented by a representative or an officer of any organization other than the Association or MTA/NEA officials. When a Unit B employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Step 1.

**Section 5.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement.

**Section 6.** If, at the end of the thirty (30) calendar days next following the occurrences of any grievance, (or when the Unit B employee should reasonably have had knowledge of such occurrence) the grievance shall not have been presented in writing at Step 1, set forth below, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified therefore in this Article.

**Section 7.** Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits, and conditions set forth below:

Step 1: The grievance is presented during non-work hours to their Supervisor who shall give their answer in writing within five (5) days. If the grievance is not satisfactorily settled at this step, it may;

Step 2: Be reduced to writing by the employee within fifteen (15) days after receipt of the Supervisor’s answer and be presented to the Superintendent of Schools. The Superintendent or their designee and employee, if so elects a Unit B Representative, or their designee, shall meet to discuss the grievance within ten (10) days after receipt of the written grievance. Grievances reaching the Superintendent’s level will be summarized and forwarded to the Committee for their information. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent, or their designated representative, shall give their written answer to the grievance within seven (7) days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may;

Step 3: Be appealed in writing within five (5) days after receipt of the written answer of the Superintendent by the employee to the School Committee. The School Committee, and/or its designated representatives and the employee, if so elects, counsel and/or an authorized representative of the Association, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) days, at a time mutually agreed upon between the Chair of the School Committee and the President of the Westford Education Association. If any person or persons are to represent the employee at this meeting, the School Committee will be informed in writing prior to three (3) days before the meeting of the names and titles of such person or persons. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not. The School Committee will give its written answer to the grievance within ten (10) days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may;

Step 4: Be appealed to arbitration by written notice of such intention to appeal within ten (10) days after the receipt of the written answer under Step 3. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article V (Arbitration).

**Section 8.** A grievance not initiated within the time specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

**Section 9.** A complaint by an employee covered by this Agreement that they have been subjected to an unfair or discriminatory act contrary to established policy and practice may be grieved in accordance with the procedure and subject to the conditions outlined above, provided, however, that such a grievance may not be appealed to arbitration.

## **ARTICLE V – ARBITRATION**

In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by the following procedures:

**Section 1.** The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) days after written notice of intention to arbitrate has been received by either party, then the party demanding arbitration shall within five (5) days, thereafter, upon written notice to the other, request the American Arbitration Association to provide a panel of arbitrators, said arbitrator then to be selected under the provisions of the Voluntary Labor Arbitration Rules. The Association and the Committee may jointly agree to submit a grievance to arbitration before the Massachusetts Board of Conciliation and Arbitration.

**Section 2.** Each party shall bear the expense of its representatives, participants, witnesses and for the preparation and representation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association, or Board of Conciliation and Arbitration, shall be shared equally by the parties. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.

**Section 3.** The arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue their award not later than thirty (30) days from the date of the closing of the hearings, or, if oral hearings have been waived, from the date of submission to them of the final statement and briefs. The arbitrator's award shall set forth their findings of fact, reasoning and conclusions. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is inconsistent with any provision of this contract. The award of the arbitrator shall be submitted to the Committee and the Association, and, subject to law, shall be final and binding upon the Committee, and the Association and the aggrieved employee.

**Section 4.** The arbitrator shall be bound by the procedure set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter established by the American Arbitration Association, or by the applicable Rules and Regulations of the Board of Conciliation and Arbitration, in cases arbitrated before that agency. They shall arrive at their decision solely upon the facts, evidence and contentions as presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching their decision shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended upon the rights and authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

#### **ARTICLE VI - SICK LEAVE**

Unit B employees with professional status shall receive fifteen (15) days per contract year up to an accumulated total of 150 days. Unit B employees with professional status who have accumulated the maximum number of sick days at the start of any school year, shall have the fifteen (15) days held in escrow for their use during the year with the understanding that these sick days will be used before the accumulated sick days and that these sick days cannot be accumulated beyond one hundred-fifty (150) days prior to the start of the next school year.

Unit B employees without professional status shall receive ten (10) days per year during the first three years of employment without accumulation from year to year with one exception. Upon receipt of professional status all unused sick days accumulated during the three non-professional status years will become available to the employee. Should a non-professional status Unit B employee exhaust their allotment of sick days in one of the first three years, upon notification to the Superintendent of Schools, the Unit B employee may apply prorated sick days accumulated up to the date of notification to absences due to prolonged illness or disability when additional days are necessary to make a full recovery. The number of days eligible for use may not exceed the total number of sick days the employee had when the illness or disability began. If this option is exercised by the employee any remaining unused sick days accumulated during the three non-professional status years will become available upon attainment of professional status.

A Unit A employee with professional status who obtains a Unit B position will be allowed to maintain any sick leave accumulated prior to the transfer and will accrue additional sick leave, as set forth above. Unit B employees without professional status will be permitted to use only the amount of sick leave accumulated during employment in the Unit B position. Prior accumulated sick leave will become available for use only if employee

obtains professional status.

All employees eligible for sick leave shall be credited with their applicable sick leave allocation on the first school day of a new school year, provided that the employee is not on leave status and reports to work on the first day of a new school year. Employees who do not report to work on the first school day of a new school year shall receive their applicable sick leave allocation on the first day that the employee reports to work, or if applicable, on the first day an employee returns to work in a new school year following the expiration of an approved leave of absence.

Up to seven (7) days of sick leave per year may be used for family- related emergencies involving a mother, father, husband, wife, children and any person when the care of such persons is the primary responsibility of the employee. Each new parent may apply unused sick leave of up to five (5) consecutive days following the birth or adoption of a child; such time to run concurrently with sick leave available for childbirth through other provisions of this contract.

The Superintendent may require documentation from a regularly licensed and practicing physician in the event of any illness resulting in five (5) or more consecutive workdays. The Superintendent may also require medical documentation when circumstances warrant.

## **ARTICLE VII - PERSONAL, FUNERAL AND RELIGIOUS LEAVE**

**Section 1.** It is recognized by all that absences by professional employees interrupt the educational process and must therefore be held to a minimum.

**Section 2.** In each school year, professional employees may obtain up to two (2) days leave with pay for imperative personal business or legal obligations, which cannot effectively be conducted outside of school hours. Another day of such leave may be granted to an employee for the celebration of a holiday of substantial significance to their religion. Another day may be granted for religious purposes at the discretion of the Superintendent upon receipt of a written request at least five (5) days in advance. These days may not be accumulated. A Unit B employee will not be required to specify reasons for a personal day, except as set forth below.

No request for personal leave will be submitted so as to extend a holiday or vacation period without a statement of reasons. Such requests may be granted at the sole discretion of the Superintendent. The Committee fosters a climate of respect and acceptance for all its employees, strives to create an enriched and secure environment and wishes for its staff to recognize this diversity through education, information and celebration.

Unused personal days shall transfer into accumulated sick days at the end of the year.

**Section 3.** In the event of the death of an employee's immediate family member (mother, father, brother, sister, spouse, child, grandparent, mother-in-law, father-in-law, step-parent or any individual who resides with the employee), a maximum of five (5) regularly scheduled school days for funeral and bereavement leave shall be given to the employee without loss of pay, and with no accumulation. In the event of the death of an employee's

close relative who does not reside with the employee, or in the event of a stillbirth or miscarriage for the employee or their partner, three (3) days of leave shall be provided, including the day of the funeral service without the loss of regular pay, and with no accumulation.

**Section 4.** The Committee will release up to two (2) representatives of Unit B for one (1) professional day, without loss of pay, to allow the representative(s) to attend the annual meeting of the Massachusetts Teachers Association.

### **ARTICLE VIII - SABBATICAL LEAVE**

**Section 1.** The Committee, upon the recommendation of the Superintendent of Schools, may grant a leave of absence for a sabbatical leave or teacher exchange for the purpose of participating in a local, national or foreign nation exchange program for teaching and/or researching best teaching practices to any Unit B employee having served seven (7) or more years, which would increase their professional ability. Such leave shall be for a period not exceeding one (1) year at 1/2 pay, or 1/2 year at full pay, provided that prior to the granting of such leave, said Unit B employee shall enter into a written agreement with the Committee that upon termination of such leave they will return to serve in the public schools of Westford for a period of at least two (2) years and that in default of completing such service, they will refund to the Town an amount equal to such proportion of salary received by them while on leave as the amount of service agreed to be rendered. It is recognized that the Committee has the right to determine the number of such leaves, if any, that shall be granted.

**Section 2.** Applications must be filed with the Superintendent no later than November 1 of the school year preceding the school year for which the leave is requested. In the event a number of applications are received, the following factors will be taken into account in assigning leave:

- Educational value of the proposed projects to the school system.
- Length of service in the Westford Public School System.
- Representation of areas in the system (i.e., High, Middle School, Elementary, Special).
- Priority of application (date).
- The availability of a qualified replacement for the person requesting leave.

**Section 3.** During the course of the sabbatical leave, the Superintendent shall receive written reports at the end of each semester from those who are matriculating in a full-time program, and bi-monthly reports from others.

**Section 4.** A person returning from a leave under this Article, unless there has been a reduction-in-force that would have affected them, will be returned to the same or a similar position to which they were assigned at the commencement of the leave with all benefits (including seniority) that they had accrued at the commencement of the leave.

**Section 5.** No more than two (2) Unit B employees may be on sabbatical leave at any one time.

**Section 6.** It is understood that the recipient of a sabbatical leave does not engage in employment for pay while on sabbatical unless written permission is received from the Superintendent.

**Section 7.** Sabbatical leaves are granted subject to the terms set forth in the Sabbatical Leave Agreement currently in effect.

## **ARTICLE IX – GENERAL**

### **Section 1.**      Hours

The Director of Guidance 6-12 and the Curriculum Coordinators' work year shall consist of one hundred eighty-four (184) school days plus ten (10) additional days that may be used for but not limited to orientation of new teachers, professional development, curriculum development and/or any such duties as assigned by the employee's supervisor. Effective July 1, 2015, the Director of Guidance 6-12 and the Curriculum Coordinators will be required to attend two (2) additional days for Leadership Summer Institute which will be compensated at a per diem rate based on one hundred ninety-four (194) days (1/194th) which will be inclusive of the employee's base wage and the annual stipend. Additional days required to be scheduled beyond the above-mentioned days must be approved in advance by the Assistant Superintendent or Designee.

These additional days will be compensated at a per diem rate based on one hundred ninety-four (194) days (1/194th) which will be inclusive of the employee's base wage and the annual stipend.

The Student Support Team Leaders' work year shall consist of one-hundred eighty-four (184) school days plus ten (10) additional days, five (5) of which will be for the week prior to the opening of the school year and five (5) of which will be for the week after the close of the school year. An additional five (5) days may be used for but not limited to orientation of new teachers, professional development, curriculum development and/or any such duties as assigned by the employee's supervisor. Effective July 1, 2015, the Student Support Team Leaders will be required to attend two (2) additional days for Leadership Summer Institute which will be compensated at a per diem rate based on one hundred ninety-four (194) days (1/194th) which will be inclusive of the employee's base wage and the annual stipend. Additional days required to be scheduled to be worked beyond the above-mentioned one hundred ninety-four (194) days must be approved in advance by the Director of Pupil Services. These additional days will be compensated at a per diem rate based on one hundred ninety-four (194) days (1/194th) which will be inclusive of the employee's base wage and the annual stipend.

The school department will continue this allocation of days unless additional time is necessary to meet state requirements.

### **Section 2.**      CORI

All employees covered by the Unit B contract will abide by the Committee's Policy P4120, Criminal Offender Record Information (CORI). The results of a CORI check shall not diminish or alter the due process or other rights of any employee under the contract or state law.

### **Section 3.**      Payroll

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance herewith, shall certify to the Treasurer of Westford all payroll deductions for the payment of dues to the Association duly authorized by employees covered by the Contract.

**Section 4.**      Safety Committee

In order to continue the Committee's and the Administration's commitment to workplace safety, a School Safety Committee will be formed which will include representatives from the Administration, the Association and other employee groups. The Safety Committee will meet regularly when any group member deems necessary or immediately in the event of an emergency. The goal of the Safety Committee will be to review the workplace health and safety issues.

The Safety Committee may make recommendations for action to the Administration or the School Committee. Such recommendations shall be based on majority vote with the administration having the same number of votes as the represented employee groups combined.

The parties to this Agreement hereby express their joint intention, through the provisions of this Section, to continue their harmonious relations; to promote mutual cooperation and understanding.

**Section 5.**      Curriculum

Employees will teach the Westford Public School curriculum as presented to the Committee and use the core materials provided by the Westford Public Schools as approved by the Superintendent. Teachers will be provided with IEPs for students and their support schedule by the end of the first full week of school. Also, teachers will receive their specialists' schedules one week prior to the start of the school year.

**Section 6.**      Training Schedule

The Committee will make every effort to schedule employee training during professional days, during the school day or during summer workshops. If needed and requested, educators shall be provided with professional development time, training and resources necessary to learn current and emerging communication methods. Between the opening day of the school year and October 15th, each Principal will provide teachers with one hour, beyond the school day, to conduct mandated training. The designated time will be at the discretion of the Principal.

**ARTICLE X - PROFESSIONAL DEVELOPMENT**

Goal Statement: The goal of Professional Development is to provide learning opportunities and support the vision and core values of the Westford Public Schools to inspire staff to be continuous learners. Educational best practices, research, and assessment data will be considered in the development of diverse learning opportunities. The ultimate goal of professional development is to improve effectiveness which will lead to increased student achievement.

Unit B employees are required to attend the professional development days offered by the Westford Public Schools and other meetings as required by the Supervisor.

Unit B employees are eligible for professional development reimbursement for course tuition, workshops, conferences, seminars, and other development activities, along with related costs as approved by the Superintendent or their designee.

A pool of \$10,000 will be established each year of the contract for course reimbursement. The minimum guaranteed amount of \$1000 will be dispersed to those employees who are eligible. A maximum of \$3,000 per Unit B member will be distributed at the end of the year to those qualified under the guidelines of the contract. A pool of \$4,000 will be established each year of the contract for conferences. The minimum guaranteed amount of \$400 will be dispersed at the end of the year to those employees who qualify. In the event there are funds remaining in the Course Reimbursement account at the end of the school year, remaining funds will be distributed proportionately to the cost incurred by the Unit B member.

Upon completion of any workshop or conference, a proof of attendance and payment must be submitted to the Curriculum Office within ninety (90) calendar days. This process applies to any reimbursed request. Any judgment to approve an extension beyond the ninety (90) calendar days shall not be made arbitrarily or in a capricious manner but shall be determined with an explanation by the Superintendent or their designee. Online Graduate Courses will only be reimbursed and recognized for column changes when they meet the following criteria:

1. The online course has a specific start and end date with a minimum of fifteen (15) hours of work for one (1) graduate credit.
2. The online course is not designed as a self-paced "module" course with no specified beginning and ending date.
3. The online course is offered by an accredited college or university and the online course offers graduate credit.
4. Courses that do not meet the above required criteria may still qualify for workshop, audit and/or conference reimbursement.

## **ARTICLE XI - POLICY STATEMENTS**

The following are policy statements of the Committee which both the Committee and the Association have agreed upon. These statements are meant to clarify certain areas where problems may arise.

### **Section 1.**      **Personnel Files**

A copy of any material that is put in a Central Office personnel file must first be sent to the Unit B employee to make them aware of the situation. The employee will have a right to submit a written, dated response or comment to such material within thirty (30) days after they receive the copy, and such response shall be included in their file.

### **Section 2.**      **Access to File**

All Unit B employees have the right to review the contents of their Central Office personnel file during the normal business day. Excluded from this review would be any "confidential documents" received prior to the date of hire.

### **Section 3.**      **Job Openings**

All job openings will be announced internally at the same time as outside the system. The Committee may fulfill its duty under this paragraph by posting job openings on the district's website.

**Section 4.**      Travel Expenses

Unit B employees shall be reimbursed for reasonable travel expenses if such travel is authorized. When an employee uses their own vehicle for such travel, reimbursement shall be at the rate currently in effect for IRS purposes rounded down to the nearest full cent; provided, however, that when that rate is changed by the IRS, the Committee shall have up to sixty (60) days to implement that change and the change will become effective as of the date of implementation.

**Section 5.**      Sick Leave/Step Placement Information

Employees may obtain information on their accumulated sick leave and step placement by contacting the central office during its usual business hours.

**ARTICLE XII – COMPENSATION**

**Section 1.**      Salary Schedule Policy

Unit B employees will be placed on the Salary Schedule in accordance with Attachment B “Salary Schedules” and advance according to the Schedule. Unit B employees will receive the pay structure for differentials in accordance with Section 12.3 “Differentials.”

Promotion from the Bachelors column to the Masters column and from the Masters column to the Masters plus 30 column and step increment will be authorized twice annually, October 1 and February 1. Evidence of completion of an approved program or courses must be on file with the Superintendent prior to the stipulated dates. Only graduate courses in graduate degree programs at accredited colleges and universities which receive prior approval of the Superintendent or their designee before the first day of class will be considered for Bachelors to the Masters column transfer. Requests will be submitted and decisions made in a timely manner. Distance learning courses that meet Department of Elementary and Secondary Education Guidelines will be the standard by which course approval will be determined. Correspondence courses will not be considered for reimbursement or movement on the salary scale. Graduate courses at accredited colleges and universities which receive prior approval of the Superintendent or their designee and “University of Westford” courses, may be used for transfer from the Masters to Masters plus 30 column. “University of Westford” courses will be offered at no cost to participants. Unit B employees on the Masters plus 30 column can accumulate up to thirty (30) “University of Westford” credits and apply them to one of the following: (i) a one-time lump sum payment of \$4,000; (ii) a tax-deferred annuity of \$4,000; (iii) a non-tax deferred annuity of \$4,000; (iv) a payment of \$800 per year over five (5) years. Participation in “University of Westford” courses is voluntary. Correspondence and television graduate courses that are not directly related to the person's current academic assignment may be denied approval by the Superintendent.

Any Unit B employee, who is on maximum step, may be denied a salary increase by the Superintendent if the employee has received written notice by January 15 from the Supervisor of the intention to recommend denial of the increase. This notice shall list the reason(s) for the possible recommendation and contain recommendations for correcting the problem(s) listed. If the Supervisor believes the problem(s) were not corrected by May 15, the recommendation may be made to the Superintendent who will decide on or before June 30 whether to deny any increase scheduled for the next school year.

The Superintendent may place a newly hired Unit B employee on any step of the Salary Schedule based on related work experience. This paragraph will not be construed as requiring related work credit toward schedule placement in any case.

Unit B employees will receive an annual statement of their salary based upon their work year as defined in Article IX, Section 1 with an adjustment if the work year is extended upon written approval by the Supervisor. While it is recognized that persons who are employed on an interim basis are not covered by this Agreement, a person who is employed as an interim employee for more than ninety (90) days in a school year and is hired into a Unit B position for the following school year will have interim service credited toward advancement on the Salary Schedule. This Agreement defines the term “interim employees” and sets out Unit B recall rights for interim positions.

Unit B employees appointed to a coaching position or a co-curricular activity will receive the applicable stipend(s) equivalent to the Unit A stipend language and rates.

**Section 2.**      Salary Schedules See Attachment “B”

On the first day of each work year, Unit B members will advance a full step on the Salary Schedule, up to the maximum step.

**Section 3.**      Differentials

All Unit B staff shall receive the following differential, divided equally among their regular pay periods. For the duration of this contract, the rate of the differentials shall be as follows:

2023-24: \$8083.33	2024-25: \$8325.83	2025-26: \$8710.49
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**Section 4.**      Additional Compensation

Effective July 1, 2018, Unit B members required to teach more than the full-time equivalent of one (1) class per academic year shall be compensated in increments of one-fifth (1/5th) of the base salary for each additional full-time class assignment within the same academic year.

Coordinators will receive an additional \$200 to run Task Committees.

**Section 5.**      Compensation and Unused Sick Leave

In recognition of dedicated service to the children of Westford, any professional employee covered by this Unit B Agreement who has served for twenty (20) years in the Westford School System (or thirty (30) years in total), the last fifteen (15) years which have been consecutive in the Westford School System) shall receive thirty-five dollars (\$35.00) for each accumulated sick day remaining unused on the date of retirement up to a total of one hundred-fifteen (150) days. Unit B employees who give a binding notice of their intention to retire prior to the start of the school year after which they intend to retire will receive compensation under this section on July 15th following their retirement or on the following January 15th at the employee’s option (e.g., an employee who retires on June 30, 2014 will receive compensation on July 15, 2014 or January 15, 2015 if a binding notice was

given prior to the start of the 2014-2015 school year). Unit B employees who retire after giving a non-binding notice of retirement and/or without giving notice prior to the school year in which they intend to retire will receive compensation under this section on July 15th of the calendar year following the effective date of retirement or on the following January 15th at the employee's option (e.g. an employee who retires on January 15, 2014 will receive compensation on July 15, 2014 or January 15, 2015).

A binding notice of retirement may not be revoked except in the case of an unexpected, emergency situation which causes a substantial change in the retiring employee's financial circumstances. The decision on revocability of a binding notice will be at the discretion of the Superintendent.

The annual salary shall be paid based on twenty-six (26) equal payments. The first twenty-two (22) payments shall be paid on a bi-weekly basis beginning in September. Four (4) bi-weekly payments shall be paid in one lump sum, in June.

### **ARTICLE XIII – EVALUATIONS**

A Unit B Task Committee will be formed to review the evaluation system to evaluate Unit B members. This contract will include the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation instrument. To be bargained will be the rubrics used to evaluate Unit B performance and the development of a timeline as it pertains to implementation of the DESE instrument to Unit B. Any discussion conducted in this regard will include administrative and Unit B representation.

Any changes to the evaluation instrument are subject to ratification by the School Committee and the Unit B bargaining group.

### **ARTICLE XIV - SPECIAL NEEDS**

The Committee and the Association recognize the important responsibility of the educator to all children under their care, and agree that Unit B employees shall make every reasonable effort to cooperate in the difficult and crucial task of evaluating children with special needs, that Unit B employees are an integral part in the evaluation of special needs, and that participation by Unit B employees on team evaluation teams is essential. The principal shall have overall responsibility for all team evaluations in their building. The chair may be delegated by the principal, and they may also delegate to special services personnel the writing of the general and specific objectives.

Efforts will be made to schedule team evaluations during the regular workday.

### **ARTICLE XV - REDUCTION-IN-FORCE/FALL BACK/RECALL**

The School Committee retains the right to reduce the number of Unit B employees after notification in writing to the President of the Westford Education Association. If the reassignment of personnel due to a reduction-in-force is deemed advisable by the Superintendent, their judgment in this regard shall be final and binding and not

subject to the grievance or arbitration provisions of this Agreement. The Committee will inform and discuss with Unit B its intent to add or eliminate positions from Unit B. Nothing in this Article shall be deemed to limit or impair the power and right of the School Committee to reorganize or eliminate positions.

Seniority for purposes of this Article is the length of continuous employment as a professional employee in the Westford Public Schools measured from the first day for which compensation was received as a professional employee, including time spent on paid and unpaid leaves of absence authorized by this Agreement or by the Committee. An employee will lose their seniority for the following reasons:

- a. Termination of professional employment in the Westford Public Schools.
- b. Discharge, or layoff and expiration of recall rights.
- c. An unauthorized leave of absence in excess of ten (10) continuous school days.
- d. Time lost as a result of suspension will not constitute a break in seniority, but will be subtracted from it.

Employees transferring from Unit A into Unit B as a result of the ratification of this Unit B Agreement, or employees who are subsequently appointed to Unit B positions shall retain their seniority date in effect in Unit A at the time of transfer to Unit B. Employees displaced from Unit B as a result of a reduction in force and who fall back into a Unit A position are credited with time of service in Unit B for seniority status.

A list specifying the seniority of Unit B employees shall be forwarded to the President of the Association within ninety (90) days following the execution of this Agreement. An updated list shall be supplied annually thereafter. Unit B employees subject to a reduction in force can bump within Unit B based upon certification and seniority. If two (2) or more Unit B employees have the same seniority, the Superintendent shall have the discretion to determine the order of layoff and recall of those employees, and their judgment shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.

The Committee and the Association agree that Unit B employees displaced from Unit B as a result of a reduction-in-force will be eligible to bump into Unit A as long as the original date of hire for service of said employee was prior to July 1, 2015 or the Unit B employee was originally a Unit A employee with the Westford Public Schools. Nothing in this Article shall deny a Unit B employee the professional teacher status to which they were entitled as a teacher and the employee shall retain that status if eligible to fall back into a position as an employee in Unit A.

In the event a reduction in force in the number of Unit B positions is deemed advisable by the Committee, the affected Unit B employee(s) shall have the right to bump the following person(s) occupying Unit A positions: 1) First, Non-professional status person(s) will be considered; 2) Next, the person(s) having less seniority in an area in which the Unit B employee is certified. Unit B employees must have certifications on file in the personnel department as of September 30 of the school year in which the reduction is announced, and for year one of this contract, thirty (30) days after ratification. In the event that the Superintendent deems that reassignment to a position other than the least senior is advisable, written rationale will be given to the employee and the Association. Such assignment shall be final and binding and not subject to the grievance to arbitration provisions of this Agreement.

Unit B employees who are affected by a reduction in staff should normally be notified no later than May 15 of the school year preceding the subsequent school year in which the reduction will take place. It is recognized, however, that such notification of the intended reduction may be given after May 15 and that reductions may occur during a school year. In such cases, the Unit B employees shall receive notice of the intended layoff at least thirty (30) days, exclusive of customary vacation periods, before the effective date of the layoff. If the Unit B employee is not eligible for a teaching position in Unit A under the provisions of this Article, the Unit B employee shall have recall rights for two (2) years.

If the Unit B employee is laid off between September 1 and May 1, the recall period shall begin on the last day worked. If the Unit B employee is laid off on or after May 1, the recall period shall begin on September 1. Unit B employees on recall shall be notified by the Superintendent by certified letter, return receipt requested and sent to the last known address of record, of any open positions in the system which they may be certified to fill and in order of seniority. The recall rights are for a period of two (2) years from the effective date of layoff. Failure to accept an offer of employment for a position within seven (7) calendar days from receipt of notice shall be a forfeit of all recall rights.

The employee will be assigned the salary in effect for the Unit A position into which the Unit B employee falls back commensurate with the number of years of service. Employees rehired after a layoff and recall under this Agreement shall be assigned the salary in effect at the time of recall and the employee will regain seniority status and benefits accumulated as of the day of layoff.

Layoffs shall be conducted among professional status teachers within targeted disciplines based on a teacher's performance and the best interest of the students. A targeted discipline for the purpose of this section, is the area of certification in which the bargaining unit employees are teaching and for which a layoff is contemplated. A teacher job performance and the best interest of the students shall be defined as the teacher's past summative overall evaluation ratings as compared to other teachers past summative overall evaluations ratings in the discipline targeted to be reduced. Summative ratings of Proficient and Exemplary are considered equal and valued as the highest.

The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline, but not to exceed four (4) years and excluding the most recent summative evaluation that is to be determined for the year of the reduction.

Nothing in this section or Chapter 71, Section 41 shall affect the right of a superintendent to layoff teachers pursuant to reductions-in-force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with professional teacher status shall be laid off pursuant to a reduction-in-force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified. No teacher with such status shall be displaced in accordance with the terms of a collective bargaining agreement or otherwise by a more senior teacher with such status unless the more senior teacher is

currently certified pursuant to section 38G and is at least as qualified for the position as the junior teacher holding the position. The criteria for determining a qualified teacher under this paragraph shall be subject to the collective bargaining provisions of chapter 150E; provided, however, that any such collectively bargained for qualifications shall include, as the primary factors, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with Chapter 71, Section 38, and the best interests of the students in the school or district; and provided further, that for the purposes of this paragraph, no distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed under said section 38 and that are defined by the board as proficient and exemplary.

The school committee and the collective bargaining representative may negotiate for seniority or length of service only as a tie-breaker in personnel actions under this paragraph among teachers whose qualifications are no different using the qualifications collectively bargained for in accordance with this paragraph.

It is the intent of the Association and School Committee to maintain consistency of the benefits in Articles VI, Sick Leave, VII, Personal, Funeral and Religious Leave, VIII, Sabbatical Leave, X, Professional Development, XII, Compensation, XV, Reduction in Force, XVII, Leaves, XVIII, Sick Leave Bank, XIX Career Change Leave and XX Non-Resident Tuition of this Agreement with the comparable benefits in the Unit A contract because of the potential for transfer and/or fall back of employees between Unit B and Unit A.

To the extent permitted by G.L., c. 32B and the Town By-Laws, laid off employees may continue group health and life insurance coverage during the recall period as provided to employees by reimbursing the Town Treasurer for the cost of the premiums. Failure to timely forward premium payment or declining a recall to employment will terminate this option.

This Article does not apply to a Unit B employee “without professional status.” In view of the fact that a reduction-in-force may affect a Unit B employee without professional status during a school year or after reappointment for the following year, in such cases, the employee without professional status shall receive notice of the intended layoff at least fifteen (15) days, exclusive of customary vacation periods, before the effective date of the layoff.

#### **ARTICLE XVI – TRANSFER**

If Unit A employees are appointed to Unit B positions in the future, then their transfer to Unit B will become effective on the date of appointment as stated in writing by the Superintendent.

Unit B employees are eligible to apply for open Unit A positions for which they are qualified.

## ARTICLE XVII – LEAVES

### **Section 1.**     Massachusetts Parental Leave Act (MPLA)

The Committee will abide by the Massachusetts Parental Leave Act (MPLA): Upon the receipt of at least two (2) weeks' written notice to the Superintendent of Schools of the employee's anticipated date of departure and intention to return under the Massachusetts Parental Leave Act (MPLA) a member of this unit who is pregnant or intending to adopt a child and has been employed for at least ninety (90) calendar days shall have the option of taking either:

- a. A leave of up to and no more than eight (8) work weeks based on the approved school calendar at the time of birth or the date of adoption, but not substantially earlier or later.
- b. A leave specifically limited to the actual period of preparing for and participating in childbirth and caring for a newborn, or adopting and caring for a newly adopted child under 18 or a child under 23 with mental or physical disabilities.

The employee must notify the Superintendent if they intend to take leave under the MMLA through a formal written and dated letter with reference to the Article and Section of this Agreement, including the estimated dates of departure and return.

An employee who takes a leave under the MMLA may request to apply their earned sick leave benefits for five (5) consecutive days following the birth or adoption of the child, plus any period of the teacher's continuing disability due to childbirth.

A person returning from a leave under this Article shall have a right to return to the employee's previous or similar position unless the teacher would have been non-renewed or reduced-in-force.

Nothing in this section of the bargaining agreement shall be construed to affect the Committee's requirement to abide by the MMLA, nor is it intended to expand or contract the rights and benefits of the act.

### **Section 2.**     Family Medical Leave Act and Military Family Leave

The Committee will abide by the Family Medical Leave Act (FMLA). An employee with at least twelve (12) months employment with family medical issues that renders them unable to perform functions of their job must notify the Superintendent of their intent to take a medical leave through a formal written and dated letter with reference to the Article and Section of this Agreement, including the estimated dates of departure and return. The Superintendent of Schools will designate in writing that the leave is to be taken under the Family Medical Leave Act (FMLA).

### Basic Leave Entitlement

FMLA requires covered employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's, spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform their duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with the equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one (1) year, for 1,250 hours over the previous twelve (12) months, and if at least fifty (50) employees are employed by the employer within seventy-five (75) miles.

### Definition of Serious Health Conditions

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a

regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### Use of Leave

The leave year shall be based on a twelve (12) month basis with only one FMLA leave allowed in a twelve (12) month period. The twelve-month period will be calculated forward from the commencement date of the requested FMLA leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

The use of eligible sick time during an employee's FMLA will be at the discretion of the employee. Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### Employee Responsibilities

Employees must provide thirty (30) days advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. A physician's note may be requested to verify the medical condition.

#### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

When the reason for the Family Medical Leave overlaps with the Massachusetts Medical Leave Act, the leave will run concurrently. MMLA leave shall not be combined with FMLA leave for more than twelve (12) work weeks as established in the approved school calendar.

Nothing in this section of the bargaining agreement shall be construed to affect the Committee's or employee's requirement to abide by the FMLA, nor is it intended to expand or contract the rights and benefits of the act. If additional leave is required beyond that allowed by the FMLA or MMLA, the Unit B employee with professional status will apply for such leave under Section 17.3 of this Article (Long Term Leave).

### **Section 3.**      Long Term Leave

While it is recognized that except as specifically required by this Agreement, the Superintendent is not required to grant long term leaves of absence. A Unit B employee with professional status may be granted a long term leave of up to one year without pay. If granted, the employee shall notify the Superintendent in writing of the intent to

return and the date of return by March 15 of the leave year. A Unit B employee with professional status returning from leave under this Article will be placed on the next step of the schedule if the employee had been actively employed by the Westford School System for more than ninety-one (91) days in the school year during which the leave commenced. Upon return, all sick leave that was accumulated on the date the leave began shall be restored. A person returning from a leave under this Article, unless there has been a reduction-in-force that would have affected the employee, will be returned to the same or a similar position to which the employee was assigned at the commencement of the leave with all benefits (including seniority) that they had accrued at the commencement of the leave.

#### **Section 4.**

The parties agree that timely resolution of labor relations issues is critical for a successful school system. To that end:

If a member of this unit is elected WEA President, they will receive not less than 30 minutes per week of release time during the year(s) of their presidency for union work. Prior to the start of the school year, the President and the District shall agree upon and reduce to writing the precise manner and timing of this release time, with the goal of maximizing labor relations support and minimizing impact on students.

As circumstances require, the Superintendent or their designee may, by mutual consent, provide substitutes or adjust the teaching schedule of the President and Vice President to provide release time to handle matters requiring immediate considerations.

### **ARTICLE XVIII - SICK LEAVE BANK**

**Section 1.** The Sick Leave Bank was established on September 1, 1982 for use by “eligible members” whose sick leave accumulation is exhausted through prolonged illness or disability and who require additional leave to make full recovery from their extended illness or disability. Every Unit B employee will have one sick day removed upon their fourth (4<sup>th</sup>) year of service with Westford Public Schools. The removed day will automatically enroll the Unit B employee into the WEA Sick Bank. In order to opt out of the sick bank, employee must submit a written request by June 30<sup>th</sup> of their third (3<sup>rd</sup>) year to the WPS Human Resources Department and the WEA.

**Section 2.** The Sick Leave Bank shall be administered by the WPS Human Resources Department and the Superintendent’s office, and managed by a Sick Leave Bank Committee consisting of three (3) members designated by the Committee to serve at its discretion and a Unit B member designated to serve when a request for time from the sick bank is made by a Unit B member. The Human Resources Department will be responsible for reviewing all requests and verifying sick time data. The Superintendent will review applications for approval. Applicants may appeal the Superintendent’s decision to the Sick Bank Committee. The decision of this Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration. The Sick Leave Bank Committee shall be responsible for developing procedures for processing applications. These procedures will be designed to respect members’ reasonable expectations of confidentiality.

**Section 3.** The “eligible members” of the Sick Leave Bank shall be limited to full-time personnel covered by this bargaining agreement who have professional status and who are active participants in the bank.

**Section 4.** In any year when the bank has less than 3,000 accumulated days, each “eligible member” shall have **their** sick leave accumulation reduced by one (1) day and all of those days shall be deposited in the bank to be utilized by other bank members. In those years when the bank has 3,000 or more accumulated days, only those members who have contributed less than fourteen (14) days to the bank during their employment in Westford shall have their sick leave accumulation reduced by one (1) day and those days shall be deposited in the Bank to be utilized by other bank Members.

**Section 5.** Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for and anticipated extent of extended recovery time from the illness or disability.

**Section 6.** Applications for benefits may be made prior to the employee's exhaustion of their own personal sick leave to expedite benefits, but drawings upon the bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) school days.

**Section 7.** The initial grant of sick leave by the Sick Leave Bank Committee to an “eligible employee” shall not exceed twenty (20) days, unless a clear need for additional days has been demonstrated in which case the initial grant may be up to fifty (50) days. Upon completion of the initial grant, additional entitlement may be extended upon demonstration of need by the applicant, and these days may extend into a second school year. In no case may the total number of days granted to the employee exceed the total number of sick days that the employee had when the illness began or the prior related illness reoccurred.

**Section 8.** Subject to the foregoing requirements, the WEA, Human Resources and the Superintendent will determine the eligibility of the use of the bank and the amount of leave to be granted. The decision of this Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration.

**Section 9.** Unused days in the Sick Leave Bank shall be carried over into the bank that is established for the next academic year.

**Section 10.** Each time the Sick Leave Bank is exhausted during the applicable bank year all “eligible members” shall have their sick leave accumulation reduced by another day and that day shall be deposited in the bank.

**Section 11.** Eligible members of the Sick Leave Bank may also apply for benefits related to their participation in a treatment program for weight control, food disorders, stress, alcohol, and other chemical abuse, including smoking. Applications for such benefits must include a physician's recommendation. If the application for benefits is approved, the School Department will pay the costs of the program that are not covered by the employee's insurance and/or the spouse's insurance. The number of days remaining in the Sick Leave Bank will be reduced to reflect the payment for such treatment program. The reduction will be calculated by dividing the cost of the program to the School Department by the applicable daily rate of substitute pay. The result, rounded to the nearest whole number, will be deducted from the Bank.

## ARTICLE XIX - CAREER CHANGE LEAVE

**Section 1.** Subject to the conditions set forth in this Article, a leave of absence will be granted to Unit B employees to explore the possibility of a career change.

**Section 2.** To be eligible, an employee must have six (6) or more years of seniority as defined in Article XV of this Agreement at the time the written application for the leave is filed with the Committee. The application must be filed no later than the March 15 preceding the date on which the leave is to begin. Self-employment is considered to be employment for purposes of this Article only if it is bona fide. The application will state the name of the potential new employer and the capacity in which the applicant is to be employed. Such employment must be on a full-time basis for the period of the leave. The employee receiving a career leave must submit an intent to return letter to the Superintendent by March 15th of the leave year.

**Section 3.** A leave under this Article will be for a period of one (1) year commencing at the beginning of the school year, and an employee shall be eligible for only one career change leave during the term of their service in Westford.

**Section 4.** No more than one (1) Unit B employee shall be eligible to be on leave under this Article in any school year and a career change leave is subject to approval by the Committee.

**Section 5.** If there is more than one (1) applicant for the same school year, the applicant with the greatest seniority as defined in Article XV has priority for approval, unless the Superintendent decides that the granting of the leave would substantially affect educational quality in a particular area.

**Section 6.** A person returning from a leave under this Article, unless there has been a reduction-in-force that would have affected them, will be returned to the same or a similar position to which they were assigned at the commencement of the leave with all benefits (including seniority) that they had accrued at the commencement of the leave.

## ARTICLE XX - NON-RESIDENT TUITION

The Committee agrees to permit children of Unit B members who are non-residents in Westford to attend Westford Schools, provided that such attendance shall not require the Committee (pursuant to its own policies) to increase staff. The child of a Unit B employee residing in Massachusetts who is seeking entry in a grade that has declared openings under the School Choice program will be subject to a lottery if there are more applications than declared School Choice seats. If a child of a Unit B employee (who resides in Massachusetts) is not accepted via the School Choice program, the child may still attend Westford schools tuition-free. A child of a Unit B employee who resides outside of Massachusetts, who is not eligible to attend under the School Choice program, will be allowed to attend Westford schools tuition-free.

The Committee's refusal to grant such permission in a given instance shall not be subject to the grievance and arbitration provisions of the Agreement.

**ARTICLE XXI – DURATION**

This contract is effective on the date of execution and shall remain in full force and effect until August 31, 2026 and from year to year thereafter unless either party notifies the other party prior to December 1, 2025, or any December thereafter, of its desire to terminate or modify this contract. Such notifications shall be by Certified Mail, Return Receipt Requested.

In Witness Whereof, the Committee has caused this instrument to be duly executed by its authorized designees, and the Association, acting on behalf of the employees, has caused this instrument to be signed by its proper officers hereto duly authorized this 10 day of May, 2024.

**WEA UNIT B REPRESENTATIVES**

Kristine Jussauime  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WESTFORD SCHOOL COMMITTEE**

Valery Yang, chair  
K. Clear  
Margol  
W. H. S.  
Chris Gault  
S. F. A. N. E.  
\_\_\_\_\_

## **ATTACHMENT A - INTERIM EMPLOYEES AND RECALL RIGHTS**

It is recognized in Article I that “interim employees” are not covered by this Agreement. The purpose of this Attachment is to further define the term “interim employees” and to set forth certain understandings between the Committee and the Association.

An “interim employee” is a person who is employed to replace an employee covered by this Agreement who is on an approved leave of absence for an extended period of time And of no less than ninety-one (91) school days.

Since such interim positions are outside the scope of this Agreement, it is understood that:

1. A bargaining unit employee who is laid off pursuant to Article XV and who has recall rights under that Article does not have recall rights to positions not covered by this Agreement, including interim positions. Accordingly, the Committee has no duty under Article XVI to offer such positions to employees with recall rights, and the refusal of a person with such recall rights to accept such a position if it is offered does not prejudice their recall rights.
2. The Committee agrees that a bargaining unit employee who has recall rights under Article XV will be given notice of vacancies in interim positions, and that the most senior employee with recall rights who applied for the position will be given that position if they are “qualified” as that term is defined in Section 2 of Article XV.
3. The wages, hours, terms and conditions of employment of interim employees are not governed by this Agreement but rather by Committee policy. Thus, for example, an employee, who at the time of layoff, was being paid at the M-6 level of the Agreement would be paid based on the then applicable Committee policy.
4. An employee with recall rights who accepts an interim position will not have their two-year recall period enlarged as a result of that fact.
5. A member of Unit B on a Committee-approved leave of absence who is RIF'd during this leave shall not have recall rights until termination of the leave, and the two-year recall period shall commence at the termination of the leave.

**ATTACHMENT B - SALARY SCHEDULE**

2023-2024

Year 1: 2% COLA at start of contract year, plus 0.4% in 14<sup>th</sup> paycheck

**2023-24 Start of CBA year 2%**

<b><u>Step</u></b>	<b><u>Bachelors</u></b>	<b><u>Masters</u></b>	<b><u>Masters +30</u></b>
1	\$51,292	\$56,962	\$61,536
2	\$53,573	\$59,347	\$63,987
3	\$56,102	\$61,689	\$66,443
4	\$58,671	\$64,689	\$69,544
5	\$61,153	\$67,274	\$72,049
6	\$63,933	\$70,120	\$74,962
7	\$67,210	\$73,466	\$78,174
8	\$70,169	\$76,575	\$81,610
9	\$73,251	\$79,828	\$84,628
10	\$76,283	\$83,335	\$88,165
11	\$79,259	\$87,254	\$92,356
12	\$81,690	\$90,780	\$96,577
13	\$84,373	\$93,459	\$99,353
14	\$86,280	\$95,013	\$102,464

**2023-24 Effective 14<sup>th</sup> paycheck 0.4%**

<b><u>Step</u></b>	<b><u>Bachelors</u></b>	<b><u>Masters</u></b>	<b><u>Masters +30</u></b>
1	\$51,497	\$57,190	\$61,782
2	\$53,788	\$59,584	\$64,243
3	\$56,326	\$61,935	\$66,709
4	\$58,906	\$64,948	\$69,822
5	\$61,398	\$67,543	\$72,337
6	\$64,188	\$70,400	\$75,262
7	\$67,479	\$73,759	\$78,487
8	\$70,450	\$76,882	\$81,937
9	\$73,544	\$80,148	\$84,967
10	\$76,588	\$83,668	\$88,517
11	\$79,576	\$87,603	\$92,725
12	\$82,017	\$91,143	\$96,963
13	\$84,711	\$93,832	\$99,751
14	\$86,625	\$95,393	\$102,874

**SALARY SCHEDULE**

2024-2025

Year 2: 3% COLA

2024-25    3%

<b><u>Step</u></b>	<b><u>Bachelors</u></b>	<b><u>Masters</u></b>	<b><u>Masters +30</u></b>
1	\$53,042	\$58,905	\$63,635
2	\$55,401	\$61,372	\$66,170
3	\$58,016	\$63,793	\$68,710
4	\$60,673	\$66,897	\$71,916
5	\$63,240	\$69,569	\$74,507
6	\$66,114	\$72,512	\$77,520
7	\$69,503	\$75,972	\$80,841
8	\$72,563	\$79,188	\$84,395
9	\$75,751	\$82,552	\$87,516
10	\$78,886	\$86,178	\$91,173
11	\$81,963	\$90,231	\$95,507
12	\$84,477	\$93,877	\$99,872
13	\$87,252	\$96,647	\$102,743
14	\$89,224	\$98,255	\$105,960

**SALARY SCHEDULE**

2025-2026

Year 3: Each column shall receive the following COLA adjustment:

2025-26	BA 4.6%	MA 4.6%	MA+30 4.6%
<b><u>Step</u></b>	<b><u>Bachelors</u></b>	<b><u>Masters</u></b>	<b><u>Masters +30</u></b>
1	\$55,482	\$61,639	\$66,562
2	\$57,950	\$64,219	\$69,214
3	\$60,685	\$66,753	\$71,870
4	\$63,464	\$70,001	\$75,225
5	\$66,149	\$72,798	\$77,934
6	\$69,155	\$75,877	\$81,085
7	\$72,700	\$79,497	\$84,560
8	\$75,901	\$82,863	\$88,277
9	\$79,235	\$86,382	\$91,542
10	\$82,514	\$90,177	\$95,367
11	\$85,734	\$94,418	\$99,900
12	\$88,363	\$98,233	\$104,466
13	\$91,266	\$101,132	\$107,469
14	\$93,328	\$102,814	\$110,834

**LONGEVITY**

On or before June 30 of each year, the Committee will pay the following additional salary based on continuous years of service in Westford Public Schools.

<b>YEARS OF SERVICE</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26</b>
10 and < 15	\$1200	\$1500	\$1500
15 and < 20	\$1425	\$1800	\$1800
20 and < 25	\$1775	\$2200	\$2200
25+	\$2000	\$3000	\$3000

Any employee retiring at the end of the school year will receive a one-time additional salary of five hundred dollars (\$500) on or before June 30<sup>th</sup>.

**SUMMER PAY**

Teachers who are required to dismantle/setup their classroom due to involuntary moves, camps, and other activities taking place in their classroom shall be paid a per diem stipend for two (2) full days for work performed beyond the contracted work year upon the prior approval of the building principal.

**STIPENDS**

Unit B members shall be governed by the Unit A stipend language and rates.