AGREEMENT

BETWEEN

WESTFORD SCHOOL COMMITTEE

AND

WESTFORD EDUCATION ASSOCIATION

UNIT G

July 1, 2023 – June 30, 2026

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PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Westford and that good morale within the staff of Westford is essential to achieve that purpose, we, the undersigned parties to this contract, declare that:

   a. Under the laws of Massachusetts, the Westford School Committee, hereinafter referred to as the Committee, elected by the citizens of Westford, has final responsibility for establishing the educational policies of the public schools of Westford.

   b. The Superintendent of Schools of Westford, hereinafter referred to as the Superintendent, has responsibility for carrying out the policies so established.

   c. The Reading Interventionists, Mathematics Interventionists and Academic Coaches of the public schools of Westford have the responsibility of providing assistance of the highest possible quality to the teaching staff and the students in the classroom.

   d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, the teaching staff and the Reading Interventionists, Mathematics Interventionists and Academic Coaches 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, and so, to give effect to the declarations, the following principles and procedures are hereby adopted:

      1. 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 Reading Interventionists, Mathematics Interventionists, Academic Coaches 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

For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiations of collective bargaining, the Committee hereby recognizes Unit G of the Westford Education Association as the exclusive collective bargaining representative and agent of the Reading Interventionists, Mathematics Interventionists and the Academic Coaches in the Westford Public School District.

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 the 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 - GRIEVANCE PROCEDURE

Section 1

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the wages, hours, and working conditions or the interpretation or application of the terms of this Agreement. The Committee and the Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance at the procedural level involved.

A "Grievance" is hereby defined to mean a complaint by an employee or group of employees that is based upon an alleged violation of, or an alleged variation from the provisions of this Agreement. An "aggrieved employee(s)" is a person or group of persons making such complaint through the formally prescribed channels of this Agreement.

An employee with a grievance may first discuss it with their immediate supervisor with the objective of settling the matter informally. Any matter which cannot be settled informally shall then be filed in writing and signed and dated by the individual employee or group of employees affected, thus initiating the grievance procedure.

Nothing contained herein shall be construed as limiting the rights of any appropriate member of the Administration to have the problem adjusted without intervention of the Association, provided, however, that the adjustment of a complaint shall not be a violation of any article of

the contract. If the employee so chooses, a representative of the Association may be present at the adjustment of the complaint.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum. The time limit specified may be extended only by prior expressed agreement of the respective parties or their representatives.

If at the end of ten (10) school days following the incident giving rise to the grievance, the grievance shall not have been properly presented at level one, the grievance shall be deemed to have been settled on the basis of the decision last made, and shall not be eligible for further processing if the action required to present it at the next level shall not have been taken within the time specified in this article.

Subject to the foregoing, all grievances must, in all cases, be processed in accordance with the steps, time limits, and conditions herein set forth.

Level One

The aggrieved employee(s) shall, within ten (10) school days of the act, present a signed and dated written notice of the grievance to their immediate supervisor. Within ten (10) school days of said notification, the aggrieved employee(s) shall meet with the supervisor to discuss the grievance, during the employee's non-working hours. The grievance must be in writing, signed by the employee(s), and contain the following information:

- A statement of the facts giving rise to the grievance.
- A statement of the remediation or relief being sought.

The supervisor shall respond to the employee in writing within five (5) school days.

Level Two

If the grievance is not resolved at Level One, the employee(s) may present in writing within fifteen (15) school days of their receipt of the supervisor's decision their grievance to the Superintendent. The Superintendent, or their designee, shall meet to discuss the grievance with the aggrieved employee(s) within five (5) school days after receipt of the written grievance. 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 five (5) school days following the conclusion of the meeting.

Level Three

If the grievance is not resolved at Level Two within five (5) school days following receipt of the written answer of the Superintendent's decision, the employee(s) may refer the grievance, in writing, to the Chair of the School Committee. Within fifteen (15) school days of receipt of the written grievance, the School Committee, or its designated representative, shall meet with the aggrieved employee(s) and a representative from Unit G and/or an officer of the Association. The School Committee shall respond in writing within five (5) school days following the conclusion of the meeting.

ARTICLE IV – ARBITRATION

If the grievance is still unresolved, either party may, within five (5) school days after the receipt of the written answer by the School Committee, request arbitration by written notice to the other party. In the event either the Committee or the Unit G Member elect to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by the following procedures:

Step One: The Arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice of the intention, then:

Step Two: The party demanding arbitration shall, within five (5) school days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said Arbitrator is then to be selected under the provisions of the voluntary arbitration rules.

Step Three: 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(s).

Section 1

The fees of the American Arbitration Association, the arbitrators, and the expenses of any required hearings shall be shared equally by the Committee and the Association, excepting that each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case. The Committee may legally undertake this obligation. In no event shall any present or future member of the Committee have any personal obligations for payment under the provisions of this contract.

Section 2

The Arbitrator shall be bound by the procedures set forth in the voluntary labor arbitration rules as now in effect or hereafter established by the American Arbitration Association. The Arbitrator's award shall be in writing and shall set forth their findings of fact with reasoning and conclusions. They shall arrive at their decision solely upon the fact, evidence and contentions presented by the parties through the arbitration proceedings. The arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this Agreement, and in reaching their decision shall interpret the 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. The Arbitrator shall be without power or authority to make any award which would require the Committee to engage in an act prohibited by law.

Section 3
Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

ARTICLE V - SICK LEAVE

Reading Interventionists and Math Interventionists shall receive thirteen (13) sick leave days per academic year, up to an accumulated total of eighty (80) days. Academic coaches shall receive fifteen (15) sick leave days per academic year, up to an accumulated total of ninety (90) days. Unit G Members who have accumulated the maximum number of sick days at the start of any school year, shall have their new sick days for the year 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 the aforementioned maximum prior to the start of the next school year.

An interventionist who transfers to another salaried-unit in the Westford Public Schools will be entitled to transfer 75% of their accumulated sick leave days. An interventionist who transfers to an hourly unit will be entitled to transfer 100% of their accumulated sick leave. An academic coach who transfers to any unit will be entitled to transfer 100% of their accumulated sick leave.

ARTICLE VI - PERSONAL, FUNERAL AND RELIGIOUS LEAVE

Section 1
It is recognized by all that absences by the Unit G Member interrupts the educational process and must, therefore, be held to a minimum.

Section 2
In each school year, Unit G Members will be granted two (2) non-cumulative personal days with pay, for imperative personal business or legal obligations which cannot effectively be conducted outside of school hours. In addition, a Unit G Member will be granted one additional day for the celebration of a holiday of substantial significance in their religion. A Unit G Member will not be required to specify a reason 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 reason(s). Such requests may be granted at the sole discretion of the Superintendent.

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

Section 3
In the event of the death of a unit member's immediate family member (mother, father, brother, sister, spouse, child, grandparent, grandchild, mother-in-law, father-in-law, step parent or any person who resides with the employee), a maximum of five (5) regularly scheduled school days for funeral or 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 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
Annual Meeting: Upon request, the Committee will release the officers of the Association for one professional day, without loss of pay, to allow the officers to attend the annual meeting of the Massachusetts Teachers Association.

ARTICLE VII – GENERAL

Section 1
It is recognized that the final decision of the number of hours of duty and the number of days of employment rest with the School Committee. All employees are expected to work their normal hours including the delayed openings and the early release days. It is agreed that there will be no permanent change in the number of hours until there has been consultation with the Association on the matter.

Section 2
No changes for the 2023-24 school year. Starting in 2024-25, Elementary Reading Interventionists and Mathematics Interventionists will work 166 days; their work day will be no longer than five (5) consecutive hours. Middle School Reading Interventionists and Mathematics Interventionists will work 110 days; their work day will be no longer than six (6) consecutive hours. The Academic Coaches will work an equivalent number of days as the number of regular teaching days and will work at least six (6) hours per day.

All Unit Members will report for their first day as indicated on their calendar of working days; their days will be scheduled by the Curriculum Coordinators and Principals. The calendar of working days will be established and distributed to staff before the end of the prior school year.

Section 3
No changes for the 2023-24 school year. Starting in 2024-25, Elementary Reading Interventionists and Mathematics Interventionists will work a minimum of twenty-five (25) hours per week during a five (5) day work week. Middle School Interventionists and Academic Coaches will work a minimum of thirty (30) hours per week during a five day work week. Scheduling will be established by Curriculum Coordinators and Principals; hours may be flexible, however the hours per day must be consecutive. All unit members will receive thirty (30) consecutive minutes of preparation time, daily.

Unit members working thirty (30) or more hours per week will receive a thirty (30) minute duty free lunch period.

Section 4
Unit members may be required to attend mandatory training sessions within the regularly scheduled work day.

Section 5
The School Department may reduce hours and/or days of work and lay-off Unit Members at its own discretion pursuant to Article XIII. Unit members will be given a two (2) week notice of a schedule reduction or lay-off.

Section 6
For the purposes of determining seniority and longevity eligibility, the length of continuous employment as a unit member will be measured from the first day of which compensation was received as an employee, including time spent on paid and unpaid leaves of absences authorized by this agreement. An employee will lose seniority for the following reasons:

a. Termination of employment from Westford Public Schools.
b. Discharge or lay-off and absence of recall rights.
c. Unauthorized leaves of absence.

Time lost as a result of suspension will not constitute a break in seniority but will be subtracted from it.

ARTICLE VIII - PROFESSIONAL DEVELOPMENT

Unit G Members will be eligible for course reimbursement up to a maximum of $800 for a single year, provided proper notice and documentation is furnished for any year in which the applicant has received prior approval from the Superintendent or their designee.

Unit G Members, with the approval of the Superintendent or their designee, may be able to attend one (1) workshop or one (1) conference per year and receive up to $400 reimbursement in lieu of courses taken for credit that are reimbursed. It is recognized that the Unit G Members may request approval for conferences, workshops and courses that expand beyond their content area.

To qualify for reimbursement under this provision, the request must be submitted for approval no later than May 1st of the budget year during which the course will be completed. Reimbursement will be made upon evidence of successful completion of the approved request and submission of proof of payment such as a receipted tuition bill or a canceled check.

ARTICLE IX - 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.

1. Unit G Member Files – A copy of any material other than record keeping material maintained in the normal course of employment that is put in the Unit G Member Central Office personnel file must first be sent to the respective employee to make them aware of the situation. The employee will then have the 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.

2. Access to File – Unit G Members have the right to review the contents of their Central Office personnel file during the course of the normal business day.

3. Job Openings – Unit G Member job openings within the system will be posted on the district's website. All job openings within the system will be announced to all Unit G Members at the same time as outside the system.

ARTICLE X - COMPENSATION

The Superintendent may place a new employee on any step of the salary schedule dependent on experience and/or current job market availability.

- The annual salary of all unit members shall be based on equal payments and processed on a bi-weekly basis.
- The first paycheck shall be distributed no later than three weeks following the employee's first day of work. All unit members shall be notified of their first pay date in their schedule notification per Article VII.2.
- Elementary Reading Interventionists and Mathematics Interventionists will be issued 21 regular pay periods.
- Middle school interventionists will be issued 19 regular pay periods.
- Academic Coaches will be issued 26 regular pay periods.

Section 1 Salary Schedules
See Attachment A

Section 2 Longevity Schedule
See Attachment B

Section 3 Educational Stipend
Any unit member who possesses advanced degrees or certifications shall receive an annual stipend to be paid as a lump sum upon evidence of completion of such a degree. It is the responsibility of the employee to submit an official transcript as evidence of completion of a

program in order to receive the initial payment. Annually thereafter, the Educational Stipend shall be issued no later than the first payroll of June.

- Bachelor's Degree in a related field (OR Equivalent): $900
- Teaching License OR Master's Degree in a related field (OR Equivalent): $1,200
- Teaching License AND Master's Degree in related field: $1,500

Section 4 Assessment Stipend
Unit G Members will be compensated for the administration, scoring, and summation of diagnostic testing approved by the respective Coordinator at the rate of $50/test. The evaluation will consist of a formal typed document as those typically part of a Special Education Packet.

Section 5 Compensation for Substituting
Unit G Members working as substitute teachers will be paid no less than the minimum substitute teacher salary unless the Unit G Members' salary exceeds this salary, in which case, they will be paid according to their salary step. In the event that Administration calls on a unit member to provide substitute coverage, best efforts will be made to ensure that substituting does not interfere with a unit member's regular work.

ARTICLE XI - EVALUATION

Section 1
Formal written evaluations of the Unit G Members will be performed by the respective Curriculum Coordinator. Additionally, the Superintendent or their designee may conduct evaluations of a Unit G Member. The evaluation instrument included within this Collective Bargaining Agreement will be the only instrument used to assess the performance of the Unit G Member.

Section 2
All first year Unit G Members will be evaluated twice, with the first evaluation being conducted by the end of January. The second evaluation shall be conducted no later than the Unit G Members' last day of work. If at any time it is apparent that a Unit G Member is in need of remediation, the issue will be addressed within two (2) days from when observed.

Section 3
The evaluation instrument consists of fourteen (14) criteria. An overall successful evaluation is achieved by earning twelve (12) or more "Meets Requirements" (or higher) ratings. An unsatisfactory evaluation results from receiving a rating of "Needs Improvement" and/or "Unsatisfactory" on three (3) or more criteria.

Section 4
If the Unit G Member has received two (2) consecutive successful evaluations in the first year, the employee will be evaluated every other year thereafter, to be completed no later than the Unit G Members' last day of work. If the Unit G Member has received any unsuccessful evaluations in the first year, the Unit G Member may be dismissed. If the Unit G Member has received an

unsuccessful evaluation in the first year and has not been dismissed, the Unit G Member will be evaluated the following year in the same manner as a first year employee.

Section 5
Any Unit G Member not receiving a successful evaluation will be evaluated no later than January 30th of the following school year. An unsuccessful (unsatisfactory) evaluation at this time may result in dismissal.

A Unit G Member who has had one (1) unsatisfactory initial and one (1) unsatisfactory final evaluation or two (2) consecutive unsatisfactory evaluations may be dismissed by the Superintendent without regard to their seniority.

Section 6
A meeting will be held between the evaluator and the Unit G Member within one (1) week of the completed evaluation at which time the evaluator will offer suggestions and assistance in writing to improve the performance of the Unit G Member.

Section 7
Unit G Members facing dismissal, may request and be granted an appeal meeting with the Superintendent of Schools. This meeting will take place within five (5) school days, during which time the Unit G Member may continue in their position, or be placed on administrative leave at the discretion of the Superintendent or their designee. The decision of the Superintendent is final.

ARTICLE XII - DISCIPLINE

Section 1
Each new employee will be considered probationary for their first ninety (90) days of employment. The employee may be dismissed at any time during the probationary period. The Principal and/or Superintendent may discipline, reprimand, discharge, or suspend an employee without pay with just cause. For the purpose of the preceding sentence, "discharge" will mean dismissal from the employ of the Westford Public Schools for a disciplinary reason, and will not include any action taken pursuant to a reduction in force or non-renewal.

Section 2
Progressive discipline for infractions under this section will ordinarily be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal); unless the Principal and/or Superintendent determine that the seriousness of the employee's actions warrants enhanced discipline.

Section 3
The Superintendent, the Principal or their designee will thoroughly investigate any written complaint regarding any Unit G Member. Unless directed otherwise by law enforcement or other authority, the Unit G Member will be notified of the investigation and will be afforded the opportunity to respond to any allegations.

Section 4
No material derogatory to a Unit G Member's conduct, service, character or personality will be placed in the personnel file unless that employee has had the opportunity to review the material by affixing their signature to the copy to be filed with the expressed understanding that such a signature does not in any way indicate agreement with the contents thereof. The Unit G Member will also have the right to submit a written reply to such material to be reviewed by the Superintendent and attached to the file copy.

ARTICLE XIII - REDUCTION IN FORCE

Section 1
In the event the Committee deems a reduction in the number of Unit G Members covered by this agreement advisable, a Unit G Member whose most recent evaluation was rated satisfactory will have the right to bump a Unit G Member having the least seniority in the same area. When two or more Unit G Members have the same seniority the Language Arts Coordinator or Mathematics Coordinator has the discretion to determine the order of layoff and recall. The Coordinator's judgment shall be final, binding and not subject to the grievance or arbitration provisions of this agreement.

Section 2
If, subsequent to a lay-off, vacancies occur, former employees who were laid off within the past twelve (12) months and whose most recent evaluation was rated satisfactory shall have recall rights to the same or similar position for which they were qualified.

Section 3
A registered letter sent to the employee's last address of record shall notify any Unit G Member eligible for recall. The Unit G Members shall have seven (7) days from receipt of registered letter to notify the Superintendent of their intent to return or forfeit all rights and benefits provided for in this article.

Section 4
A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the President of the Association within ninety (90) days following the execution of this agreement. Thereafter, the Committee shall supply an updated list annually.

ARTICLE XIV - LEAVES (MMLA/FMLA)

Section 1
The Committee will abide by the Massachusetts Maternity Leave Act (MMLA): Upon receipt of at least two weeks written notice to the Superintendent of Schools of the employees' anticipated date of departure and with the intention to return under the Massachusetts Maternity Leave Act (MMLA), a member of this unit who is pregnant or intending to adopt a child and has been employed for at least ninety (90) days shall have the option of taking either:

A. A leave 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 years of age or a child under 23 years of age with mental or physical disabilities.

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 employee's continuing disability due to childbirth. A person returning from a leave under this Article shall have a right to return to the employees' previous or similar position unless the employee 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

The Committee will abide by the Family Medical Leave Act (FMLA) of 1993. An employee with at least twelve (12) months employment with family medical issues that renders them unable to perform the functions of their job must notify the Superintendent, in writing, of their intent to take a medical leave. The Superintendent will designate in writing that the leave is to be taken under the Family Medical Leave Act (FMLA). Medical issues that qualify under the Family Medical Leave Act (FMLA) include a serious personal health condition that makes the employee unable to perform the functions of their position, care for family members who have serious health conditions including spouse, son, daughter, parent, care for a newborn, and adoption or foster child placement. The leave year shall be based on a twelve (12) month basis with only one (1) FMLA leave allowed in a twelve (12) month period. The twelve (12) month period will be calculated forward from the commencement date of the requested FMLA leave.

A physician's note may be requested to verify the medical condition. The use of eligible sick time during an employee's FMLA will be at the discretion of the employee. In general, a leave taken under the FMLA shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the Superintendent agree otherwise. When the reason for the Family Medical Leave overlaps with the Massachusetts Medical Leave Act, the leaves will run concurrently. MMLA leave shall not be combined with the FMLA 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.

ARTICLE XV - SICK LEAVE BANK

Section 1

For the purposes of this Agreement, an "eligible member" applies to personnel who have been employed as a Unit G Member for a minimum of one (1) year.

Section 2
A Sick Leave Bank was established for use by "eligible members" whose sick leave accumulation is exhausted through prolonged illness or disability and who requires additional leave to make full recovery from an extended illness or disability.

Section 3
The Sick Leave Bank shall be administered by the Westford Public School Human Resources Department and the Superintendent's office, and managed by a Sick Leave Bank Committee consisting of three (3) members designated by the School Committee and three (3) members designated by the Association to serve in its discretion. 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 the employee's reasonable expectations of confidentiality.

Section 4
An "eligible member" shall notify the Westford Public Schools Human Resources Department in writing on or before October 1st of their second year of employment of their desire to participate in the Sick Bank. A member's participation will automatically continue unless the Human Resources Department is notified otherwise. 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 (l) day per year and all of 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 Human Resources Department accompanied by a doctor's note 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 to an "eligible employee" shall not exceed twenty (20) 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 or the employee's spouse's insurance. The number of days remaining in the Sick Leave Bank will be reduced to reflect the payment for such a 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 XVI - DUES AND PAYROLL DEDUCTION

Section 1
The Committee hereby accepts 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.

All new employees will be given a copy of the contract when hired. The employee's name and assigned school will be sent to the President of the Westford Education Association within thirty (30) school days.

Section 2
Pursuant to Chapter 149, Section 178B of the General Laws, employees may authorize in writing a payroll deduction of a given amount to be made every pay period for the purpose of a deposit into a bank or credit union of the employee's choice. This provision shall only be effective as long as payroll is handled by the town and it is feasible for the town to comply with it. If payroll is transferred elsewhere, the School Committee will make every reasonable effort to obtain a

continued compliance with this provision. Employees new to the system may submit such authorization to the business office within thirty days (30) of the commencement of employment period.

ARTICLE XVII - CONTINUITY OF EMPLOYMENT

Section 1

The Association and its members, individually and collectively agree for the term thereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities directed against the Westford School Committee during the term of this contract.

Section 2

Employees who participate in such activities may be disciplined or discharged as the Superintendent in their judgment deems proper. A question of fact as to whether an individual has engaged in such activities may be the subject of the grievance and arbitration procedure. If it is determined that an individual has engaged in such activities, the discipline or discharge administered by the Superintendent is not subject to the grievance procedure and shall be final and binding.

Section 3

In connection with any negotiations for a successor agreement, said negotiations shall be conducted without the threat of sanctions or strikes by either party, and any outstanding differences shall be referable only to mediation, fact finding, or other statutory impasse procedure provided for in the General Laws of the Commonwealth

ARTICLE XVIII - SEPARABILITY AND SAVINGS CLAUSE

If any provision of this agreement or any application of the agreement to any employee or group of employees is found to be contrary to law, then such provision or application will not be deemed valid, except to the extent permitted by law, but all other provisions of applications will continue in full force and effect.

IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed by its authorized designees and the Unit G Member, acting on behalf of the employees, has caused this instrument to be signed by its proper officers hereunto duly authorized this 16th day of September 2024.

Westford School Committee:

WEA:

ATTACHMENT A
SALARY SCHEDULES

INTERVENTIONISTS

	FY24 2%	FY24 Mid Year 0.40%	FY25 3%	FY26 4.6%
Step 1	$20.99	$21.08	$21.71	$22.71
Step 2	$22.70	$22.79	$23.47	$24.55
Step 3	$24.46	$24.56	$25.29	$26.46
Step 4	$26.46	$26.56	$27.36	$28.62
Step 5	$28.56	$28.67	$29.53	$30.89
Step 6	$30.86	$30.98	$31.91	$33.38
Step 7	$33.12	$33.25	$34.25	$35.82
Step 8	$34.86	$35.00	$36.05	$37.71

ACADEMIC COACHES

	FY24 2%	FY24 Mid Year 0.40%	FY25 3%	FY26 4.6%
Step 1	$32.71	$32.84	$33.83	$35.38
Step 2	$33.01	$33.14	$34.13	$35.70
Step 3	$33.34	$33.48	$34.48	$36.07
Step 4	$33.85	$33.99	$35.01	$36.62
Step 5	$34.36	$34.50	$35.54	$37.17
Step 6	$35.23	$35.37	$36.43	$38.11

ATTACHMENT B
LONGEVITY

Unit members shall be eligible for the following longevity payment upon completion of the respective years of service and each year following thereof. Prior service in the Westford Public Schools will be credited to years of employment.

Completed Years of Continuous Service	FY24	FY25	FY26
10 and < 15	$850	$850	$850
15 and < 20	$1,200	$1,200	$1,200
20 and < 25	$1,525	$1,525	$1,525
25 and < 30	$1,775	$1,775	$1,775
30+	$2,000	$2,000	$2,000

Sick Leave Buyback

Compensation for Unused Sick Leave at Retirement: In recognition of dedicated service to the children of Westford, any Unit G Member covered by this Agreement who has been employed for 20 years in the Westford School System, shall receive twenty-five dollars ($25.00) for each accumulated sick day remaining unused on the date of retirement.

Unit G Members who retire and are eligible for this provision, will receive compensation under this section within the next available payroll cycle following the effective date of retirement.

ATTACHMENT C

READING INTERVENTIONISTS, MATHEMATICS INTERVENTIONISTS
AND ACADEMIC COACHES
EVALUATION INSTRUMENT

WESTFORD PUBLIC SCHOOLS

Interventionists and Academic Coaches – Performance Evaluation

Name: _____ **Date of Report:** _____

Assignment: _____ **School:** _____

RATING SCALE

1 = Exceeds Requirements	Performance consistently exceeds expectations and requirements.
2 = Meets Requirements	Performance consistently meets expectations and requirements.
3 = Needs Improvement	Performance meets minimal expectations and requirements. Written improvement recommendations will be included.
4 = Unsatisfactory	Performance is below expectations and requirements. Potential for improvement must be evident or could be considered for termination. Written improvement recommendations will be included.

A. Support to Instruction Rating

1. Communicates effectively and as regularly as possible with teachers to discuss students who have been identified as needing services _____

2. Assists individual students or groups of students in meeting learning objectives _____

3. Promotes positive student attitudes _____

4. Makes informal assessments of students' skills and understanding and uses appropriate methods and materials to meet objectives for each student _____

5. Keeps effective daily records, collects appropriate data and completes a summary report for each student _____

6. Demonstrates the ability to work with diverse learning styles _____

B. Classroom Management

1. Ensures that proper safety practices are followed _____

2. Establishes and effectively maintains an effective working relationship with students _____

3. Uses time productively and efficiently _____

C. Professional Responsibility

1. Uses discretion when dealing with confidential information _____

2. Demonstrates punctuality, dependability and flexibility in all areas of the job _____

3. Follows rules and policies set by the school district _____

4. Relates positively with students and staff _____

5. Follows through with the expectation of the coordinator and the building administrator _____

Evaluators Comments (Optional)

Unit G Member Comments (Optional)

Overall Rating:

Satisfactory: _____ Unsatisfactory: _____

Evaluator's Signature _____ **Date** _____

Employee's Signature _____ **Date** _____

Employee's signature indicates that they have received and read this report. Any written comments need to be attached within ten days. A copy will be placed in the employee's personnel file.