

Westford Education Association
AND
Westford School Committee
August 25, 2023

This MEMORANDUM OF AGREEMENT is entered into by and between the Westford Education Association (“Association”) and the Westford School Committee (“Committee”).

WHEREAS, the Association and the Committee have entered into Collective Bargaining Agreements for Units A and C for a one year period through and including August 31, 2023 (Unit A) and through and including June 30, 2023 (Unit C); and

WHEREAS, the duly authorized representatives of the Committee and the duly authorized representatives of the Association have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to a successor agreement;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree all terms and conditions of the 2022-2023 Collective Bargaining Agreements shall continue in full force and effect except as modified below:

1. Personal Days

Modify Article VII.2 such that:

Unused personal days shall roll over into an employee’s accrued sick leave.

2. Meetings and Conferences

Modify IX.6 as noted:

Section 6. Meetings and Conferences

Educators are expected to attend one (1), hour-long faculty meeting and one (1), hour-long curriculum meeting per month if scheduled by the building principal or curriculum administrator. The monthly meetings shall start no earlier than one (1) hour before the beginning of the work day and shall begin no later than fifteen (15) minutes after the end of the work day. Prior to October 15th and prior to April 15th educators shall be allowed to utilize one of the scheduled monthly meetings for the purpose of preparing the appropriate evaluation paperwork.

Elementary teachers shall participate in two (2) early release parent conference days in the Fall of each year and two (2) early release parent conference days in the Spring of each year. Middle School teachers shall participate in two (2) early release parent conference days in the Fall of each year. Conferences shall occur within two weeks following progress reports.

On conference days, there shall be a half day for students. Following the end of the student half-day, a five hour and fifteen minute (5h 15m) conference block shall begin. The conference block shall include four and one half hours (4h 30m) for scheduled conferences, and forty five consecutive minutes (45m) for a teacher meal break, at the teacher's discretion. Middle school conferences will be ten minutes long and elementary conferences will be fifteen minutes. Teachers may leave at the end of scheduled conferences. Conferences may be conducted remotely, e.g. by google meet or phone call. The administration will send out advance notice and invitations to all parents with the specific times available.

Unit members, excluding nurses, at the high school level shall also participate in a back-to-school evening for families in the fall. This evening event may be held on school days, which will be scheduled as an early release day for students, and will be incorporated into the development of the annual school calendar. On such days, staff shall have at least a one (1) hour break between the end of the student day and the start of the back-to-school event. The event shall last for no more than six (6) hours and shall be scheduled to end no later than 7:00 PM. A back-to-school event at the elementary and middle school levels will continue to take place on full school days for students.

3. Agency Fee

Strike the entirety of IX.15 (Agency Fee) to comply with the law.

4. Release Time

New Language - Article IX.15 - Release Time

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

The WEA President 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. For example, a president at the Middle or High School level may have a reduction in duties, while a president at the elementary school may have a regularly scheduled block of Technology Based Learning, Independent Learning, or some similar activity.

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.

5. Teacher Recommendation Letters

Article IX.17

Change language in IX.17 as noted:

*Any teacher who has ~~20~~**16** or more academic recommendations to write will be granted upon request substitute coverage for the equivalent of 1 day during the academic year. Substitute coverage will be provided. It is understood that the teacher will remain in the building while being provided such coverage.*

6. Compensation – Additional Course

Modify XII.6 and Add XII.7 as Noted

Section 6: Teachers Acting as Substitutes

~~Beginning in the third year of this contract, 2019-2020, and~~ Once every good faith effort has been exhausted to utilize a substitute teacher to fill an unsupervised classroom/student setting, those who have previously submitted their name to be an emergency substitute may be selected to fill-in for that period. When possible, teachers shall be selected on a rotating basis and provided with the right to decline. A staff member may be assigned by the school administration if no other solution is available. Compensation shall be \$15.00 for each assignment. *Teachers performing services as a short-term substitute teacher for five days or less shall not be expected to plan and grade for the class in which the teacher is providing short-term substitute teaching services during that five day or less period.*

Add Section #7: Teachers Acting as Long Term Substitutes

A: If a professional employee at the High School level voluntarily agrees to act as a long-term substitute teacher by teaching a course in addition to their normal workload during their preparation period, that member shall receive additional compensation at a prorated rate of 20% of their base salary, including current step and level, for the duration of that long-term substitute assignment.

B: No Duties Period. If a Unit A member agrees to to teach an additional class, as set forth in paragraph A above, the additional class would be added to the member's responsibilities in lieu of a duties period, and will not be added in lieu of a preparation period. Unit A members at Westford Academy who assume responsibility to teach an additional (sixth) class will not be required to perform a duty period during any day on which staff members maintain primary

teaching responsibility for teaching the additional. The Westford Public Schools' Administration reserves the right to modify the scheduling of a member's preparation block to accommodate a new class assignment but will retain the preparation block for the member during the school day.

C: Professional Teaching Responsibilities. The language set forth in Article XII, Section 6 of the Unit A CBA regarding short-term substitute teaching remains in effect. However, the parties agree that members shall be entitled to the additional pay provided for in this section when a voluntary teaching assignment to provide long-term substitute coverage for a class beyond 1.0 FTE is 6 days or longer. The member's entitlement to the additional pay pursuant to paragraph 1 above shall commence on the 6th consecutive day, provided that as of that day, the member is required to perform all the professional teaching responsibilities for that class.

D: Selection Process. The selection process to determine which staff members will be offered additional teaching duties and the pay set forth in paragraph A above will be conducted by the building administrators and recommended to the Superintendent. If there is an opportunity for additional teaching duties, then the building administrator and/or curriculum coordinator will notify all eligible staff and ask for volunteers to express interest. If more than one member volunteers for a teaching opportunity, then the selection will be based on licensure of employees and the administrator's professional judgment. The Westford Public Schools reserves the right to not assign an additional class to a volunteer if in the Westford Public Schools' professional judgment it would not be in the best interests of the students.

7. Update Evaluation Language

Article XIII

Revise Language as Noted Below

Strike Section 1 Paragraphs 1, 2, and 3; Paragraph 4 Remains

Article XIII Shall Read as Follows:

Employee evaluations will be conducted in accordance with the Westford Public Schools Professional Standards and The Massachusetts Model System for Educator Evaluation designed by the Department of Elementary and Secondary Education (DESE), pursuant to the new educator evaluation regulations, 603 CMR 35.00, as from time to time, modified or supplemented at the agreement of the parties.

Other subcommittees may be formed, to review topics such as Evidence Guidelines and Observations. These sub-committees will develop recommendations and submit them to

the overall Educator Evaluation Review Committee, which will make decisions regarding adaptations to the framework to be piloted that year or the following year.

[Replace Evaluation Appendix With WPS Educator Evaluation Process](#)

8. Parental Leave

Article XVI.1

Change Maternity Leave Act to Parental Leave Act

9. RIF Language Change re: Highly Qualified

Article XV.2

Qualified means possessing a valid Massachusetts teaching license at either the preliminary, initial, or professional levels ~~AND meeting the highly qualified requirements of the NCLB legislation in core academic subjects (list of subjects),~~ and having such certification on file with the Superintendent as of September 30 of the school year in which the reduction in force is announced.

10. RIF Language Change re: DESE

Article XV.3

Change Department of Education to Department of Elementary and Secondary Education

11. Updated Sick Bank Access

Article XVII.7

The initial grant of sick leave 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.~~

12. Middle School Counselor Language Update

Edit attachment C MISC STIPENDS as follows:

* Regular high school guidance counselors are required to work one hundred *eighty-eight (188)* ~~*eighty-nine (189)*~~ days and middle school guidance counselors are required to work one hundred *eighty-seven (187)* ~~*eighty-eight (188)*~~ days. Regular guidance counselors are paid at a per diem rate for days beyond *one hundred eighty-four (184)* ~~*one hundred eighty five (185)*~~ days. *With pre-approval from the building principal, middle school counselors may work one additional day at their per diem rate if they deem it necessary for completion of their regular duties.*

13. Union # 13: Longevity Pay

Attachment B

Modify Longevity as Follows:

On or before June 30 of each year, the Committee will pay the following additional salary based on continuous years of service in the Westford Public Schools. Unit members will receive their longevity payment based on the number of completed years of continuous employment in Westford Public Schools. Per this article, one year is considered a full school year of active employment with the District. Notwithstanding the foregoing, an educator’s first year in the district shall count as a “full year” if they work at least 90 days. When the years of continuous service in the District are reached by June 30 of a given year, the payment will be issued on or before June 30 of that year.

Years	FY24	FY25	FY26
6-9	<i>\$900 (nurse only)</i>	<i>\$900 (nurse only)</i>	<i>\$900 (nurse only)</i>
10-14	<i>\$1100 (nurse only)</i>	<i>\$1100 (nurse only)</i>	<i>\$1100 (nurse only)</i>
15-19	<i>\$1,200</i>	<i>\$1,500</i>	<i>\$1,500</i>
20-24	<i>\$1,425</i>	<i>\$1,800</i>	<i>\$1,800</i>
25-29	<i>\$1,775</i>	<i>\$2,200</i>	<i>\$2,200</i>
30+	<i>\$2,000</i>	<i>\$3,000</i>	<i>\$3,000</i>

14. Stipends (Attachment B)

The parties agree to the following:

- a. The Stipend Subcommittee shall continue to meet throughout FY24 to create recommended changes to the stipend language. This shall explicitly include adding stipends to the list which have been paid in recent years but which are not part of the appendix (e.g. Capstone stipend).
- b. The parties shall review the Subcommittee's recommendations and create a Memorandum of Agreement to bring to ratification prior to the end of FY24.
- c. The ratified recommendations shall be implemented for the start of FY25.
- d. The average stipend rate shall increase by no less than 3% by FY25.

15. Wages

Wages shall be increased by a Cost of Living Adjustment as follows:

- i. *Year 1: 2.0% at contract start, plus 0.4% in the 14th paycheck*
- ii. *Year 2: 3%*
- iii. *Year 3, each column shall receive the following adjustment:*
 1. BA: 4.6% MA 4.64% MA+30 4.6%

16. Unit A&C Merger

In integration, Unit C shall be merged into unit A with no reduction in benefits from the prior CBAs, as drafted by the parties and subject to final approval from both parties. Following the ratification of this agreement, the former unit A and unit C entities will operate as one, and Unit C will cease to exist as a separate unit.

17. Nurse Assignments

Add to contract under section XXI.3, Nurse Protection

Nurse assignments shall prioritize the greatest support to the greatest number of students; thus, nurses shall only be assigned to assist students with toileting needs only if other staff, such as 1:1 aides, are not available.

18. Reopener Language:

This language shall remain in effect for the duration of the 2023-2026 Collective Bargaining Agreement and shall be included in the Wage section of said Agreement. This language shall expire on August 31, 2026

The parties agree that if the Town of Westford approves a budget or budget-related action such that additional funds may be available to the District, either party shall have the right to reopen this Agreement solely on matters pertaining to increasing wages and compensation (e.g. stipends, longevity payments, etc.) by providing written notice to the other party prior to June 30 of any contract year. Negotiations shall commence under this section within twenty (20) working days after such notice, unless the parties mutually agree to a later date. The terms and conditions of this Agreement will remain in full force and effect during such negotiations, and any agreement reached on modification of the provisions of this Agreement shall only be effective beginning the school year following any agreement reached in negotiations.

19. Integration

During the integration of this agreement, the parties shall integrate the text of any outstanding side letters of agreement and make such editorial changes as necessary to clarify the contract with the explicit approval of both parties.

20. Duration

Replace Duration Clause as Follows:

This contract is effective on September 1, 2023 and shall remain in full force and effect through and including June 30, 2026 and from year to year thereafter unless either party notifies the other party of its desire to terminate or modify this contract. Such notifications shall be made in writing by the requesting party.

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

For the Association:

For the Committee:

Name:

Name:

Date:

Date: