

Memorandum of Agreement

The parties hereto have agreed to the revisions set forth below to the collective bargaining agreement dated July 1, 2019 – June 30, 2022 between the Westford School Committee and Unit E of the Westford Education Association (the “Association”), with a new collective bargaining agreement to be effective July 1, 2022, following ratification by the Association and the Committee.

1. Change in Title

Change title and all instances of “Teacher Assistant” to “Educational Support Professional” throughout the contract.

2. Class Action Grievance Language

Article III

Section 1

... 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 be filed in writing and signed by the individual Educational Support Professional(s) ~~Teacher Assistant(s)~~ affected, thus initiating the grievance procedure. *A grievance may be filed at Level Two if the subject matter of the grievance is not within the purview of a grievant's immediate supervisor.*

3. Sick Time

Article V

~~Strike from the contract: Teacher assistants who are employed at less than .5 FTW will not be entitled to sick leave benefits.~~

4. Stipend and Differentials

Modify X.2 as noted:

An Educational Support Professional ~~A Teacher Assistant~~ who possesses credentials as outlined below, will annually receive a bonus, non-cumulative to be paid as a lump sum in the last pay period in May.

Highly Qualified/Associates Degree: \$500

ABA Certificate (only available to employees hired prior to 7/1/2022 who possessed the certification by March 2022): \$600

Bachelor's Degree in a related field (OR Equivalent): \$900

Teaching License OR Master's Degree in a related field (OR Equivalent): \$1200

In addition, all Library ESPs shall receive an additional \$0.50 per hour.

In addition, an Educational Support Professional ~~a Teacher Assistant~~ whose full time position is assigned to a student or students who routinely require physical intervention based on their disability will be paid a

differential of \$1.00 per hour. An employee who is temporarily so assigned shall, upon request, receive a prorated differential based on the duration of their assignment. This differential shall apply to all staff in the REACH program, and be applied to other staff as determined by the Administration; any member who believes they should receive this benefit may request it in writing to the Administration, who shall make their determination of applicability based on the standard above.

5. Substitute Pay

Add new Article X.5 – Substitute Pay

Educational Support Professionals ~~Teaching assistants~~ assigned by the District to work as a substitute teacher will be paid an additional twelve dollars and fifty cents (\$12.50) per hour, with compensation rounded up to the nearest fifteen minute increment. Teacher assistants are not expected to plan the lessons for their substitute coverage time.

6. Professional Development

Article VIII Add the following at the beginning of the current article.

Section 1

The school administration will provide relevant, high quality professional development for the Educational Support Professionals ~~Teacher Assistants~~ on the days that the district has set aside for such. As part of this PD, training for addressing difficult student behaviors will be offered yearly. Other professional development options shall be relevant to the Educational Support Professional ~~Teaching Assistant~~ and aligned to student needs and staff evaluation criteria.

Section 2

Prior to the start of the school year, there shall be a one-hour, paid orientation for new Unit E staff. Any Unit E staff hired after the start of the school year shall have at least a one hour paid orientation including, at a minimum, the following: a building tour, dialogue about job expectations, introductions to building staff, introductions to reading and understanding IEPs, and an initial explanation of district policies and procedures.

Section 3

Every attempt will be made... (unchanged)

7. Transfer Language

Add new Article XIII "Transfers" and renumber the following articles

Section 1

Although the School Committee and Association recognize that the transfer or reassignment of employees is sometimes necessary, they also recognize that frequent transfers of employees interfere with staff building deep and effective relationships with students.

Section 2

Whenever practicable, every Unit E member shall be notified of their building assignment for the upcoming school year by August 15 of that fiscal year. If after August 15, needs require a change in any assignment, impacted Unit E member(s) will be informed in a timely manner.

Section 3

When the Administration determines that a transfer or reassignment should take place, the administration shall consider the following criteria when making a decision on transfers or reassignments: maximizing student support, minimizing disruption to student learning, the skills and physical capabilities of Unit E members, expressions of interest submitted by Unit E members, and Unit E members' seniority. Any Unit E member who is transferred or reassigned shall be provided as much notice of transfer or reassignment as is practicable.

8. Contractual Leaves

Article VI

Modify Section 3 and insert sections 4 and 5 as follows:

Section 3

Bereavement Leave - In the event of the death of an Educational Support Professional's ~~a Teaching Assistant'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 appointed representatives 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.

Section 5

Long Term Leave— An employee who has been employed by the district for at least one (1) year may request a long term leave of absence from the Superintendent. Such approval is at the discretion of the Superintendent, who may grant a long term leave of up to one year without pay. If granted, the employee shall notify the Superintendent in writing of their intent to return and the date of return at least 90 days prior to the termination of the leave of absence. During this leave, there shall be no accrual of benefits. A person returning from leave under this Article shall be returned to the same or similar position to which the employee was assigned at the commencement of the leave with all benefits (including sick leave, seniority etc.) that they had accrued at the commencement of the leave.

9. ARTICLE VII - GENERAL

Section 1

Each new employee will be on probation for his/her first ninety (90) days of employment... (unchanged)

Section 2

The "normal hours" for a unit member shall be six (6) hours of work with an additional unpaid lunch period. It is recognized that the final decision of hours of duty and the number of days of employment rest with the School Committee.

Duties related to a stipend role are not included in these hours. It is recognized that the final decision of hours of duty and the number of days of employment rest with the School Committee.

All Educational Support Professionals ~~Teacher-Assistants~~ are expected to report for their "normal" daily work hours. On weather-related delayed openings or weather-related early release days, staff are expected to report for the adjusted work day, but will be paid for their normal hours. It is agreed that there will be no permanent change of hours until there has been consultation with the Association on the matter.

Assigned duties will be performed within these "normal hours". The six (6) hour work day may include duties assigned by the principal (e.g. bus duty), however, these duties should not start earlier than twenty (20) minutes prior to the official start of the school day and will end no later than twenty (20) minutes after the official end of the school day. Prior to the start of the school year, Educational Support Professionals ~~Teaching-Assistants~~ whose work day differs from the official school hours shall be notified of their official schedule. When changes to a duty schedule are necessary, revised duty assignments will be communicated to impacted staff in a timely manner. When practicable, principals will consider an accommodation of schedule for Educational ~~Education~~ Support Professionals who convey substantive concerns of significance regarding a revised schedule. When duty options are available, the Educational Support Professionals ~~Teaching-Assistants~~ shall have the opportunity to express their preference to principals based on seniority.

Section 3

For the purposes of this agreement, an equivalent full-time Educational Support Professional ~~Teacher-Assistant~~ is understood to be 1.0. (unchanged)

Section 4

The work year for Educational Support Professionals ~~Teacher-Assistants~~ shall be defined as follows: FTE = 1.0 the work year shall be defined as the number of total student days, one day before school begins, and professional development days, equaling a total of 1104 hours. When shortened school days are scheduled on the calendar (e.g. early release days and/or delayed openings), Educational Support Professionals ~~Teaching-Assistants~~ will work their "normal" working hours. If the days identified equal less than 1104 hours, Teaching Assistants may be required to attend monthly staff meetings at their school to reach the required 1104 hours.

Section 5

All full-time Educational Support Professionals ~~Teacher-Assistants~~ (1.0 FTE), will receive a 30-minute unpaid duty free lunch period scheduled at a time when they have access to obtain lunch from the cafeteria.

Section 6

For the purposes of determining seniority and longevity eligibility, the date of service as an Educational Support Professional ~~a Teacher-Assistant~~ and not the original date of hire as an employee of Westford Public Schools will be considered the effective date of eligibility.

Section 7

All Educational Support Professionals ~~Teacher-Assistants~~ shall be provided access to technology as needed... (unchanged)

Section 8

Any unit members whose hours connected to their assigned Educational Support Professional ~~TA~~ work exceeds forty (40) hours in a week shall be paid overtime rates of one-and-one-half times their hourly rate for hours over 40.

Section 9

If, on a voluntary basis and with pre-approval from the building administrator, a staff member performs duties

beyond their normal work day, they will be compensated for their time as appropriate based on their hourly rate. The parties agree that a member who must remain on duty due to events beyond their control (e.g. working an additional 15 minutes of bus duty due to late transportation) will be compensated for their time without required pre-approval. It is the responsibility of the individual to report such situations to their supervisor in a timely manner.

Section 10

Unit E members in stipend positions shall be governed by the Unit A clubs/organizations stipend rates.

10. Wages

FY23: No change to salary scale. All staff who were employed in Unit E in FY23 and are still employed in Unit E at the time of ratification shall receive a one time payment of \$1,000 within one month of ratification of this agreement.

FY24: Scales increase as noted below. Step 7 yearly compensation will be \$28,174.08 (\$25.52*1104)

FY25: Scales increase as noted below. Step 8 is added. Step 8 yearly compensation will be \$31,110.72 (\$28.18*1104)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
FY22	\$14.64	\$16.05	\$17.47	\$18.71	\$19.95	\$21.21	\$22.70	
FY23	\$14.64	\$16.05	\$17.47	\$18.71	\$19.95	\$21.21	\$22.70	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	
FY24	\$19.52	\$20.65	\$21.79	\$22.77	\$23.65	\$24.19	\$25.52	
Library TAs	\$20.02	\$21.15	\$22.29	\$23.27	\$24.15	\$24.69	\$26.02	
REACH +	\$20.52	\$21.65	\$22.79	\$23.77	\$24.65	\$25.19	\$26.52	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
FY25	\$21.25	\$22.24	\$23.24	\$23.09	\$24.79	\$24.97	\$26.22	\$28.18
Library TAs	\$21.75	\$22.74	\$23.74	\$23.59	\$25.29	\$25.47	\$26.72	\$28.68
REACH +	\$22.25	\$23.24	\$24.24	\$24.09	\$25.79	\$25.97	\$27.22	\$29.18

10-25-23
KJ

24.09
24.59
25.09

11. Duration

The duration of this agreement shall be July 1, 2022 – June 30, 2025.

Unit E, Westford Education Association

Westford School Committee

Kristine Quasnoor

Title: WEA President

Date: 10/5/23

KJ

Valery G

Title: School Committee Chair

Date: 10/5/23