

A G R E E M E N T

B E T W E E N

WESTFORD SCHOOL COMMITTEE

A N D

WESTFORD EDUCATION ASSOCIATION

U N I T G

July 1, 2008 - June 30, 2011

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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 and Mathematics Resource Facilitators 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 and Mathematics Resource Facilitators 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 and Mathematics Resource Facilitators 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 and Mathematics Resource Facilitators 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 proscribed channels of this Agreement.

An employee with a grievance may first discuss it with his/her immediate supervisor with the objective of settling the matter informally. Any matter which can not 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 his/her 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 his/her designated representative, shall give his/her 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 of the Reading and Mathematics Resource Facilitator 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 Reading and Mathematics Resource Facilitators 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 his/her 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 him/her of the final statement and briefs. The arbitrator's award shall set forth his/her 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 his/her findings of fact with reasoning and conclusions. He/she shall arrive at his/her 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 his/her 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

Sick leave for all Unit G employees shall accrue at the rate of nine (9) days per academic year up to an accumulated total of thirty (30) days. Reading and Mathematics Resource Facilitators who have accumulated the maximum number of sick days at the start of any school year, shall have the nine (9) 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 can not be accumulated beyond thirty (30) days prior to the start of the next school year.

While it is recognized that the absences interrupt the educational process and must be held to a minimum, up to three (3) days of sick leave per year may be used for family related emergencies involving the employee's mother, father, husband, wife, children or any person when the care of such person is the primary responsibility of said employee.

## ARTICLE VI - PERSONAL, FUNERAL AND RELIGIOUS LEAVE

### Section 1.

It is recognized by all that absences by the Reading and Mathematics Resource Facilitators interrupts the educational process and must, therefore, be held to a minimum.

### Section 2.

In each school year, the Reading and Mathematics Resource Facilitators may obtain up to one (1) day with pay for imperative personal business or legal obligations which cannot effectively be conducted outside of school hours. A second day of such leave may be granted to an employee for the celebration of a holiday of substantial significance to his or her religion. 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.

### Section 3.

In the event of the death of an employee's immediate family member (mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, step parent) or any person who resides with the employee, a maximum of five (5) 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 or friend who does not reside with the employee, the day of the funeral service will be allowed for the purpose of attending such service without loss of the regular day's pay, and with no accumulation.

## 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.

The yearly work schedule for the Reading and Mathematics Resource Facilitators will consist of 166 days. All Reading and Mathematics Resource Facilitators will report to work on the same day as the teachers' first day of school as indicated on the annual school calendar. Thereafter, the remaining 165 days will be scheduled by the Curriculum Coordinator and the working calendar will be established at the beginning of each academic year.

### Section 3.

All Reading and Mathematics Resource Facilitators will work twenty (20) hours per week. Each week will consist of five (5) days and four (4) consecutive hours per day with personal time determined by the building principal. Reading and Mathematics Resource Facilitators will be entitled to one 45-minute planning period per week.

### Section 4.

The school department may reduce hours and/or days of work and lay off Reading and Mathematics Resource Facilitators at its own discretion. Reading and Mathematics Resource Facilitators will be given two (2) weeks notice of a work schedule reduction or layoff.

### Section 5.

For the purposes of determining seniority and longevity eligibility, the length of continuous employment as a Resource Facilitator will be measured from the first day for 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 in the Westford Public Schools
- b. discharge or lay off and absence of recall rights
- c. unauthorized leave 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

Reading and Mathematics Resource Facilitators will be eligible for reimbursement up to a maximum of \$220 per academic year for conferences, workshops and courses that have been approved in advance by the respective Curriculum Coordinator. It is recognized that the Reading and Mathematics Resource Facilitator 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 1<sup>st</sup> 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 cancelled 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. Reading and Mathematics Facilitator Files – A copy of any material other than record keeping material maintained in the normal course of employment that is put in the Reading and Mathematics Resource Facilitators Central Office personnel file must first be sent to the respective employee to make him/her 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 he/she receives the copy, and such response shall be included in his/her file.

2. Access to File – Reading and Mathematics Resource Facilitators have the right to review the contents of their Central Office personnel file during the course of the normal business day.

3. Job Openings – Reading and Mathematics Resource Facilitator job openings within the system will be posted on the district's website. All job openings within the system will be announced to all Reading and Mathematics Resource Facilitators 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 the Reading and Mathematics Resource Facilitators shall be based on twenty-one (21) equal payments to be processed on a bi-weekly basis.

Section 1. Salary Schedules  
See Attachment A

Section 2. Longevity Schedule  
See Attachment B

Section 3. Educational Stipend

Any Reading or Mathematics Resource Facilitator who possesses a Masters Degree will receive an annual stipend of \$300 to be paid as a lump sum payment upon evidence and approval of such degree. It is the responsibility of the employee to submit an original transcript as evidence of completion of a Masters Degree Program in order to receive the initial payment. Annually thereafter, the Educational Stipend of \$300 will be issued no later than the first payroll of June.

Section 4. Assessment Stipends

Reading and Mathematics Resource Facilitators 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.

ARTICLE XI - EVALUATION

Formal written evaluations of the Reading and Mathematics Resource Facilitators will be performed by the respective Curriculum Coordinator. Additionally, the Superintendent or his/her designee may conduct evaluations of the Reading and Mathematics Resource Facilitators. The evaluation instrument included within this Collective Bargaining Agreement will be the only instrument used to assess the performance of the Reading and Mathematics Resource Facilitators. The evaluation instrument consists of ten (10) criteria. An overall successful evaluation is achieved by earning seven (7) or more "Satisfactory" (or higher) ratings. An unsatisfactory evaluation results from receiving a rating of "Needs Improvement" on four (4) or more criteria.

Section 1.

All first year Reading and Mathematics Resource Facilitators will be evaluated twice. The first evaluation will be completed no later than January 31<sup>st</sup>. The second evaluation will be completed no later than June 30<sup>th</sup>.

Section 2.

If the employee has received two (2) consecutive successful evaluations in the first year, the employee will be evaluated bi-annually thereafter, to be completed no later than June 30<sup>th</sup>. If the employee has received any unsuccessful evaluations in the first year, the employee may be dismissed. A meeting will be held between the respective Coordinator and the employee at which time the evaluator will offer suggestions and assistance in writing to improve the performance of the employee.

Section 3.

If the employee has received an unsuccessful evaluation in the first year and was not dismissed, the employee will be evaluated the following year in the same manner as a first year employee.

Section 4.

Any Reading or Mathematics Resource Facilitator not receiving a successful evaluation will be evaluated no later than January 30<sup>th</sup> of the following school year. An unsuccessful (unsatisfactory) evaluation at this time may result in dismissal.

Section 5.

Any Reading or Mathematics Resource Facilitator 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 his/her seniority.

Section 6.

Any Reading or Mathematics Resource Facilitator 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 employee may continue in his/her position, or be placed on administrative leave at the discretion of the Superintendent or his/her designee. The decision of the Superintendent is final.

ARTICLE XII - REDUCTION IN FORCE

Section 1:

In the event the Committee deems a reduction in the number of facilitators covered by this agreement advisable, a facilitator whose most recent evaluation was rated satisfactory will have the right to bump a facilitator having the least seniority in the same area. When two or more facilitators 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:

The Superintendent without regard to seniority may lay off a facilitator with two (2) unsatisfactory evaluations.

Section 3:

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 4:

A registered letter sent to the employee's last address of record shall notify any facilitator eligible for recall. The facilitator 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 5:

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 XIII - 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 new born, 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 him/her 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 his/her 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 XIV - SICK LEAVE BANK

##### Section 1.

For the purposes of this Agreement, an "eligible member" applies to personnel who have been employed as a Reading or Mathematics Resource Facilitator 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 (1) 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 his/her 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 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 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 XV - 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.

A. All employees who are members of the Westford Education Association and covered by this contract will have the option to have a scheduled amount of dues deducted from their salary bi-weekly. All employees who are covered by the Unit G contract shall be required, as a condition of their employment, to pay an agency service fee, unless they become members of the Association, within thirty (30) days of the beginning of the school year. Said fee will be in an amount determined in accordance with all state and federal laws and regulations, and shall reflect the costs of collective bargaining, contract administration, and other permissible charges. No money collected from the agency fee shall be applied to political lobbying by the Westford Education Association, Massachusetts Teachers Association, or National Education Association. The collection of the fee shall be the sole responsibility of the Association. The Committee shall not be responsible for the implementation, collection, or enforcement of the fee with the exception that the Superintendent's office will supply, on request by the Association, a confirmation of employment status for individuals. Personnel on one year appointments shall not be required to pay the agency fee. Employees who are less than full-time shall pay a prorated agency fee based on their employment status. The sole remedy available to the Association to enforce payment of the agency fee shall be to proceed to court for collection of the fee. The Committee will not be required to take any action regarding the employment status of an individual who refuses to pay the agency fee. Personnel on salaried leave shall be required to pay an annual agency fee proportional to the salary they are receiving. Personnel on unsalaried leave shall not be required to pay an agency fee.

B. 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 XVI - 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 his/her 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 XVII - 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 Reading and Mathematics Resource Facilitators, acting on behalf of the employees, has caused this instrument to be signed by its proper officers hereunto duly authorized this \_\_\_\_ day of \_\_\_\_\_ 2009.

On Behalf Of: Westford School Committee:

Reading/Mathematics  
Resource Facilitators

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ATTACHMENT A  
SALARY SCHEDULES

<b>2008-2009</b>	<b>2.50%</b>	
<b>Steps</b>	<b>Hourly Rate</b>	<b>Annual</b>
1	\$16.31	\$10,830
2	\$17.62	\$11,700
3	\$19.01	\$12,623
4	\$20.54	\$13,639
5	\$22.19	\$14,734
6	\$23.97	\$15,916

<b>2009-2010</b>	<b>2.50%</b>	
<b>Steps</b>	<b>Hourly Rate</b>	<b>Annual</b>
1	\$16.72	\$11,102
2	\$18.06	\$11,992
3	\$19.49	\$12,941
4	\$21.05	\$13,977
5	\$22.75	\$15,106
6	\$24.57	\$16,314

<b>2010-2011</b>	<b>2.50%</b>	
<b>Steps</b>	<b>Hourly Rate</b>	<b>Annual</b>
1	\$17.14	\$11,381
2	\$18.51	\$12,291
3	\$19.98	\$13,267
4	\$21.58	\$14,329
5	\$23.32	\$15,484
6	\$25.19	\$16,726

ATTACHMENT B

LONGEVITY

Reading and Mathematics Resource Facilitators 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.

<u>Years of Service</u>	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
	<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>
10 -14 Years	\$325	\$325	\$325
15 -19 Years	\$425	\$425	\$425
20 + Years	\$525	\$525	\$525

## **ATTACHMENT C**

### **READING AND MATHEMATICS RESOURCE FACILITATORS EVALUATION INSTRUMENT**

**Westford Public Schools**  
**Reading and Mathematics Resource Facilitator Evaluation Form**

The ratings in each of the evaluation criteria are the result of collaboration between the Principal/Supervisor and the professional staff. Each respective rating reflects the final judgment/assessment of the Principal/Supervisor.

The ratings used to assess the level of performance in each of the evaluation criteria are:

- C: Commendable = Exceeds expectations of the job description
- S: Satisfactory = Meets expectations of the job description
- NI: Needs Improvement = Does not meet expectations of the job description

**Name:** \_\_\_\_\_ **School:** \_\_\_\_\_

**I. Interpersonal Skills**

- \_\_\_\_\_ 1. The facilitator communicates effectively and as regularly as possible with teachers to discuss students who have been identified as needing services.
- \_\_\_\_\_ 2. The facilitator demonstrates dependability, flexibility, and punctuality in all areas of the job.
- \_\_\_\_\_ 3. The facilitator follows through with the expectation of the coordinator and building administrator.

**II. Professional Skills**

- \_\_\_\_\_ 4. The facilitator promotes positive student attitudes.
- \_\_\_\_\_ 5. The facilitator uses appropriate methods and materials to meet objectives for each student.
- \_\_\_\_\_ 6. The facilitator is able to make informal assessments of students' skills and understandings.
- \_\_\_\_\_ 7. The facilitator keeps effective daily records on each student.
- \_\_\_\_\_ 8. The facilitator keeps appropriate data on each student as requested by the coordinator.
- \_\_\_\_\_ 9. The facilitator completes summary report(s) on students.

**III. Professional Development**

- \_\_\_\_\_ 10. The facilitator attends conferences and other professional development opportunities.

**Reading and Mathematics Resource Facilitator Evaluation Form - Pg 2**

**Comments and/or Recommendations:**

\_\_\_\_\_ Evaluator

\_\_\_\_\_  
Title

\_\_\_\_\_  
Evaluation Date

\_\_\_\_\_  
Reading and Mathematics Resource Facilitators Signature

\_\_\_\_\_  
Conference Date

Signature only indicates that the Reading and Mathematics Resource Facilitators has reviewed this evaluation and has had an opportunity to discuss its content with the evaluator.