

Unit E Contract  
TEACHER ASSISTANTS

An Agreement between the Westford School Committee  
and  
Unit E of the Westford Education Association

July 1, 2016 – June 30, 2019

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## PREAMBLE

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 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 for Westford, herein after referred to as the Superintendent, has the responsibility for carrying out the policy so established.
- C. The Teacher Assistants 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 Teacher Assistants in the formulation and application of policies relating to wages, hours, and other conditions of employment of the Teacher Assistants. 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 Association and the Committee, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

## ARTICLE I - SCOPE

For the purpose of collective bargaining, with respect to wages, hours and other conditions of employment and the negotiations of collective bargaining, the Committee recognizes Unit E of the Westford Education Association as the exclusive collective bargaining representative and the agent of all Teacher Assistants including General Education Classroom Assistants, Special Education Classroom Assistants, Library Assistants and Extended Day Teacher Assistants in the Westford School System.

## **ARTICLE II - RIGHTS OF THE COMMITTEE**

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Westford, the Committee is charged with final responsibility for the quality of education in, and the efficient and economical operation of the Westford School System. It is acknowledged that the Committee has the final responsibility of establishing the education policies of the Public Schools of Westford in so far 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 or 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 mention in the table of contents of this agreement.

## **ARTICLE III - GRIEVANCE PROCEDURE**

### **Section 1**

The purpose of the procedure set forth herein after 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 procedure 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 a group of employees that is based upon an alleged violation of, or an alleged variation from the provisions of this agreement, and the "aggrieved employee(s)" as 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 his/her 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 by the individual Teacher Assistant or group of Teacher Assistants effected, 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 this 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) working 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, 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 principal shall respond to the employee(s) in writing within five (5) school days.

#### LEVEL TWO

If the grievance is not resolved at Level One, the employees may present, in writing, within fifteen (15) school days of receipt of the principal's decision their grievance to the Superintendent. The Superintendent or his/her designee shall meet with the aggrieved employee(s) within five (5) school days after the 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 of 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 to the School Committee or its designated representative, shall meet with the aggrieved employee(s) and 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 Association elects 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 of his/her 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 School Committee and the Association, and, subject to law, shall be final and binding upon the School 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 School 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 any provision 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 notified 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 facts, evidence, and contentions presented by the parties through the arbitration proceeding. 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 words used herein and the principle that there are no restrictions intended on the rights or 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. Parties may, by mutual agreement, submit more than one pending grievance to the arbitrator.

**ARTICLE V - SICK LEAVE**

**Section 1**

During a probationary period (the first ninety {90} days of employment) employees shall receive three (3) sick days. Following the probationary period, the employee will receive the remaining number of sick days to which the employee is entitled during the first year of employment.

Other than as set forth in this section, probationary employees will receive no other leave benefits. Such other leave benefits will be granted retroactively following the successful completion of the probationary period.

**Section 2**

All Unit E employees who have completed their ninety (90) day probationary period shall be entitled to sick leave as follows.

<b>FTE</b>	<b>Year One</b>	<b>Year Two</b>	<b>Year Three</b>
1.0	15	15	15

Employees who work every school day on a part-time basis will receive the same number of sick leave days as full-time employees. The employee will be compensated at his or her regular daily rate of pay for each sick day taken. In the event such an employee becomes full time, any unused sick leave will be converted to an equivalent number of full time days for purposes of carry over.

Employees who work a reduced work week will be credited with sick days reduced by a pro rata amount to reflect that employee's portion of a full work schedule (e.g. an employee who works three full days per week will receive three-fifths of the number of sick days accrued by a full-time employee, employees who works 2 and 1/2 days per week will receive one-half the number of sick days accrued by a full-time employee, etc.). The employee will be compensated at his or her regular daily rate of pay for each regularly scheduled workday missed due to sickness. In the event such an employee converts to full-time status any unused sick leave will be converted on a day-for-day basis.

Teacher Assistants who are employed at less than .5 FTE will not be entitled to sick leave benefits. Sick leave accumulation is to a total of 150 days

Teacher Assistants, who have accumulated the maximum number of sick days at the start of any school year, shall have the most recently earned sick days for their use during the year. It is the understanding that these sick days will be used before the accumulated sick days, and that these sick days cannot be accumulated beyond the allotted total of accumulated sick days for each year of this agreement.

**Section 3**

Up to seven (7) days of sick leave may be used for family related emergencies involving the Teacher Assistant's mother, father, husband, wife, children and any other person when the care of the person is the primary responsibility of the Teacher Assistant.

**Section 4**

The Committee will record and make available to the employees an updated sick leave count on the bi-weekly paycheck.

**Section 5**

A Teacher Assistant who transfers to another unit in the Westford Public Schools will be entitled to transfer 50% of their accumulated sick leave not to exceed 50% of the total accumulation of 150 days.

**ARTICLE VI - PERSONAL, FUNERAL AND RELIGIOUS LEAVE**

**Section 1**

It is recognized by all that absences by Teacher Assistants interrupt the educational process and must therefore be held to a minimum.

**Section 2**

In each school year, Teacher Assistants 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. Teacher Assistants, with an FTE less than 1.0 will be granted one (1) personal day for the same aforementioned reasons. A Teacher Assistant, regardless of FTE, will be granted one additional day for the celebration of a holiday of substantial significance in his/her religion. A Teacher Assistant will not be required to specify reasons for a personal day, except as set forth below.

No request for personal leave will be submitted so as to extend a holiday or vacation period without a statement of reason(s); such requests may be granted at the sole discretion of the Superintendent.

**Section 3**

In the event of the death of a Teaching Assistant'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) 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, the day of the funeral service will be allowed for the purpose of attending such service without the loss of the regular day's pay and with no accumulation.

**ARTICLE VII - GENERAL**

**Section 1**

Each new employee will be on probation for his/her first ninety (90) days of employment. At any time during the probationary period, the employee may be dismissed by the Superintendent.



## **Section 2**

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

If the last day of school is designated as a ½ day for students, Teacher Assistants will also work a ½ day.

## **Section 3**

For the purposes of this agreement, an equivalent full-time Teacher Assistant is understood to be 1.0.

## **Section 4**

The work year for Teacher Assistants shall be defined as of the following:

**FTE = 1.0** the work year shall be defined as a total of 183 days.

181 days will be student days, one (1) day will be the day before school begins and one (1) day will be a Professional Development day. Any additional student days will be paid per diem.

**FTE Part-time:** The work year shall be defined by pro-rating the hours based on the 181 student days. These Teacher Assistants will work the day before school begins.

## **Section 5**

All full-time Teacher Assistants (1.0 FTE), will receive a 30-minute duty free lunch period.

## **Section 6**

For the purposes of determining seniority and longevity eligibility, the date of service as 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.

## **ARTICLE VIII - PROFESSIONAL DEVELOPMENT**

Every attempt will be made by the school administration to provide professional development for the Teacher Assistants on the days that the district has set aside for such. Teacher Assistants will be represented on the system wide professional development planning committee.

Teacher assistants will be required to attend one (1) full day of professional development designated by the District. In addition, teacher assistants will be required to submit evidence of professional development training equal to 50% of the hours set aside by the district as professional development early release days, (e.g. seven (7) early release PD days equals 14 hours; evidence of 7 hours of PD training must be submitted by the teacher assistant.) Said

training may be in-district or out of district (seminar, webinar, etc.) Teacher Assistants will not be required to remain in the building on early release days in which they are not participating in the Professional Development activity, but will receive full compensation. Teacher Assistants must commit to in-district courses by October 1<sup>st</sup>; approval of out of district courses must be submitted to the building principal prior to April 1<sup>st</sup>. Evidence of successful completion of all professional development training must be submitted to the building principal prior to May 1<sup>st</sup>. In the event the professional development obligation is not fulfilled prior to the May 1 deadline, the teacher assistant's final paycheck will be reduced by the unfulfilled obligation. Reimbursement will be made upon successful completion of the approved course and submission of proof of payment as outlined in Article VIII, Professional Development.

At the request of the Teacher Assistant she/he may be allowed to attend conferences and professional seminars for the benefit of their teaching team or school assignment at the discretion of the building principal.

Teacher Assistants will be eligible for tuition reimbursement for courses that have been approved in advance by the Superintendent or his/her designee. To qualify for reimbursement under this provision, the course must be submitted for approval no later than May 1<sup>st</sup> of the budget year during which the course will be completed. Courses to be completed in the following budget year may be submitted for approval in the current budget year, for reimbursement in the fiscal year in which the course is completed. Reimbursement will be made upon evidence of successful completion of the approved course, and submission of proof of payment such as a receipted tuition bill or a cancelled check.

Course reimbursement will be paid in an amount up to:

\$750 during FY17;

\$800 during FY18;

\$850 during FY19 in each single budget year per Teacher Assistant for a Bachelors or Masters level course.

The maximum reimbursement for all other courses will be \$600 for FY17 and FY18. The maximum reimbursement for all other courses will be \$650 for FY19.

Teacher Assistants will be granted a leave of absence without pay in order to complete student teaching requirements.

## **ARTICLE IX - POLICY STATEMENTS**

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

1. **Teacher Assistant Files** – A copy of any material other than record keeping materials maintained in the normal course of the Teacher Assistant's employment that is put in the Teacher Assistant's Central Office personnel file must first be sent to that Teacher Assistant to make him/her aware of the situation. The Teacher Assistant 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** – Teacher Assistants have the right to review the contents of their Central Office personnel file during the course of the normal business day.

3. **Job Openings** – Teacher Assistant job openings within the system will be posted on the district’s website. All job openings within the system will be announced to all Westford Teacher Assistants at the same time as outside the system. During periods when school is not in session, the School Committee may fulfill its duty under this paragraph by notifying the group’s president of such openings.

### **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.

Teacher Assistants working as substitute teachers will be paid no less than the minimum substitute teacher salary unless the Teacher Assistant’s salary exceeds this salary, in which case he/she will be paid according to his/her salary step.

The annual salary of Teacher Assistants shall be paid based on twenty-two (22) equal payments.

**Section 1**      Salary Schedules      See Attachment A

**Section 2**      Differentials

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	\$600
Bachelor’s Degree/Equivalent	\$700
Teaching License/Master’s Degree Equivalent	\$900

**Section 3**      Longevity  
See Attachment B

**Section 4**      Compensation and Unused Sick Leave

In recognition of dedicated service to the children of Westford, any Teacher Assistant covered by this Agreement who has been a Teacher Assistant 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 up to a total of one hundred and fifty (150) days.

Teacher Assistants 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.

## **ARTICLE XI - EVALUATION**

### **Section 1**

Formal evaluations of Teacher Assistants will be performed by the building principal, dean/assistant principal, and/or Director of Pupil Services. Additionally, the Superintendent or his/her designee may conduct evaluations of a Teacher Assistant. The evaluation instrument included within this collective bargaining agreement will be the only instrument used to assess the performance of a Teacher Assistant.

### **Section 2**

All first year Teacher Assistants shall be evaluated twice, with the first evaluation being conducted by the end of January. The second evaluation shall be conducted by the end of May. If at any time it is apparent that a Teacher Assistant is in need of remediation, the issue will be addressed within two (2) school days from when observed

### **Section 3**

The evaluation instrument consists of fifteen (15) 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 Teacher Assistant has received two (2) consecutive successful evaluations in the first year, the Teacher Assistant will be evaluated every other year thereafter, to be completed no later than April 30. If the Teacher Assistant has received any unsuccessful evaluations in the first year, the Teacher Assistant may be dismissed. If the Teacher Assistant has received an unsuccessful evaluation in the first year and has not been dismissed, the Teacher Assistant will be evaluated in the following year in the same manner as a first year employee.

### **Section 5**

Any Teacher Assistant not receiving a successful evaluation will be evaluated by January of the following school year. An unsuccessful (unsatisfactory) evaluation at this time may result in dismissal.

A Teacher Assistant who has had one unsatisfactory interim and one unsatisfactory final evaluation or two consecutive unsatisfactory evaluations by his/her principal or Director of Pupil Services may be dismissed by the Superintendent without regard to his/her seniority.

### **Section 6**

A meeting will be held between the evaluator and the Teacher Assistant within one week of the completed evaluation, at which time the evaluator will offer suggestions and assistance in writing to improve the performance of the Teacher Assistant.

### **Section 7**

A Teacher Assistant 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 Teacher Assistant may continue in his/her position, or be placed on leave, at the discretion of the Superintendent or his/her designee. The decision of the Superintendent is final.

## **ARTICLE XII - DISCIPLINE**

### **Section 1**

Each new employee will be considered probationary for his/her 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 his/her designee will thoroughly investigate any written complaint regarding any Teacher Assistant. Unless directed otherwise by law enforcement or other authority, the Teacher Assistant will be notified of the investigation and will be afforded the opportunity to respond to any allegations.

### **Section 4**

No material derogatory to a Teacher Assistant'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 his/her 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 Teacher Assistant 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**

Seniority for purposes of this article is the length of continuous employment as a Teacher Assistant in the Westford Public Schools measured from the date of the Teacher Assistant's signed Personnel Action Form, and including time spent on paid and unpaid leaves of absence authorized by this agreement. An employee will lose his/her seniority for the following reasons:

- A- He/she terminates employment in the Westford Public Schools.
- B- He/she is discharged or laid off and not recalled.
- C- He/she takes an unauthorized leave of absence.

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

In the event a reduction in the number of Teacher Assistants covered by this agreement is deemed advisable by the Committee, a Teacher Assistant will have the right to bump a Teacher Assistant having the least seniority within the school system. When two or more Teacher Assistants have the same seniority, it is within the discretion of the Superintendent to determine the order of layoff and recall of those Teacher Assistants, and his/her judgment shall be final and binding and not subject to the grievance or arbitration provision of this agreement.

### **Section 2**

If, subsequent to a layoff, vacancies occur, any persons who have been laid off within the past twelve (12) months shall have recall rights; a) in the classification to which they were assigned at the time of the layoff; b) where previously and regularly assigned in Westford for a substantial part of a school year; or c) where they were qualified at the time of layoff. At the end of the twelve (12) months, a Teacher Assistant loses all recall rights.

### **Section 3**

Any Teacher Assistant recalled shall be notified by registered letter sent to his/her last address of record. The Teacher Assistant has seven (7) days from receipt of registered letter to notify the Superintendent of his/her desire to return. If notification of acceptance of vacant position is not received within this period the Teacher Assistant will forfeit all rights and benefits provided for in this article. Any Unit E employee returning as a result of recall will return to the same salary step held before the layoff and their seniority will continue to accrue (i.e., if a person is laid off after two (2) years of service and is rehired, the person will begin their third (3<sup>rd</sup>) year of service).

### **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 thirty (30) days following the execution of this agreement. An updated list shall be supplied by the Committee annually thereafter.

## **ARTICLE XIV - MATERNITY FAMILY MEDICAL LEAVE ACT**

**Section 1** The Committee will abide by the Massachusetts Maternity Leave Act (MMLA): Upon receipt of at least two (2) weeks' written notice to the Superintendent of Schools of the employees' anticipated date of departure and with an 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 of up to and no more than eight (8) work weeks based on the approved school calendar at the time of birth or the date of adoption, but not substantially earlier or later.
- B. A leave specifically limited to the actual period of preparing for and participating in childbirth and caring for a new born, or adopting and caring for a newly adopted child under 18 or a child under 23 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 teacher'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 functions of their job must notify the Superintendent in writing of their intent to take a medical leave. The Superintendent of Schools 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 leave will run concurrently. MMLA leave shall not be combined with the FMLA leave for more than twelve (12) work weeks as established in the approved school calendar.

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

## **ARTICLE XV - SICK LEAVE BANK**

"Qualified members" of the sick leave bank shall include all personnel covered by this agreement who have been employed for a minimum of two (2) years.

### **Section 1**

The sick leave bank has been established for the use by "qualified members" of Unit E whose sick leave accumulation is exhausted through prolonged illness or disability and requires additional leave to make a full recovery from an extended illness or disability.

### **Section 2**

The sick leave bank shall be administered by the WPS Human Resources department and the Superintendent's office, and managed by a Sick Leave Bank Committee consisting of three (3) members designated by the 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 Teacher Assistant's reasonable expectations of confidentiality.

### **Section 3**

Effective July 1, 2016, every employee will have one sick day removed and deposited in the sick leave bank upon the beginning of their third year of service with the Westford Public Schools. The removed day will automatically enroll an employee into the WEA Sick Bank. In order to opt out of the sick bank, employees must submit a written request by June 30 of their second year to the WPS Human Resources Department and the WEA. Current employees who are not members will automatically be enrolled and a day will be removed unless they opt out by June 30, 2016.

### **Section 4**

In any year when the bank has less than 3,000 accumulated days, each "qualified member" shall have his/her sick leave accumulation reduced by one day and all of those days shall be deposited in the bank to be used by other bank members. In those years when the bank has 3,000 or more accumulated days, only new members shall donate one sick day to the sick bank.



### **Section 5**

Application for benefits shall be made to the Human Resources Department accompanied by a physician's note as to the need for and anticipated extent of extended recovery time from the illness or disability.

### **Section 6**

Application 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 commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) school days.

### **Section 7**

The initial grant of sick leave by the Sick Leave Committee to a "qualified member" 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 50 days. Upon completion of the initial grant, additional entitlement may be extended upon demonstration of need by the applicant, and these days may extend into a second school year. In no case may the total number of days granted to the employee exceed the total number of sick days that the employee had when the illness began or the prior related illness reoccurred.

### **Section 8**

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

### **Section 9**

Unused days in the sick leave bank shall be carried over into the bank that is established for the next academic year.

### **Section 10**

Each time the sick leave bank is exhausted during the applicable bank year, all "qualified members" shall have their sick leave accumulation deducted by another day and that day shall be deposited into the bank.

### **Section 11**

"Qualified 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 Teacher Assistant's insurance or the Teacher Assistant'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 period. 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.

1. 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.
2. All employees who are covered by the Unit E 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.
  - a. 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.
  - b. 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.
  - c. Personnel on one-year appointments (interim status) 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.
  - d. 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.
  - e. 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.
  - f. The Agency Fee language of this contract will pertain to all Unit E employees effective upon the commencement of this agreement.
3. All new employees will be given a copy of the contract when hired. The

Teacher Assistant'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, Teacher Assistants 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 Teacher Assistants 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. Teacher Assistants 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 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 XVIII - SEPARABILITY AND SAVINGS CLAUSE**

If any provision of this agreement or any application of the agreement to any Teacher Assistant or group of Teacher Assistants 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.

**ARTICLE XIX- DURATION**

This Agreement shall remain in full force and effect until June 30, 2019. If a successor agreement is not reached before the expiration date of the existing contract, the existing contract shall remain in full force and effect until the successor agreement is reached. To renew or amend this contract for the period after June 30, 2019 both parties agree to mutually establish negotiation schedules on or before December 1, 2018.

IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed by its authorized designees and the Association, acting on behalf of the Teacher Assistants, has caused this instrument to be signed by its proper officers hereunto duly authorized the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**WESTFORD SCHOOL COMMITTEE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WESTFORD TEACHER ASSISTANTS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**  
**SALARY SCHEDULES**  
**2016-2017**  
**2.5% Increase / 1 Step**

<b>FTE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
<b>1.0</b>	<b>14,854</b>	<b>16,291</b>	<b>17,728</b>	<b>18,985</b>	<b>20,241</b>	<b>21,525</b>	<b>23,038</b>

**SALARY SCHEDULE**  
**2017-2018**  
**1% Increase / 1 Step**

<b>FTE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
<b>1.0</b>	<b>15,003</b>	<b>16,454</b>	<b>17,905</b>	<b>19,175</b>	<b>20,443</b>	<b>21,740</b>	<b>23,268</b>

**SALARY SCHEDULE**  
**2018-2019**  
**1.5% Increase / 1 Step**

<b>FTE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
<b>1.0</b>	<b>15,228</b>	<b>16,701</b>	<b>18,174</b>	<b>19,463</b>	<b>20,750</b>	<b>22,066</b>	<b>23,617</b>

**Appendix B**

**LONGEVITY**

On or before June 30<sup>th</sup> of each year, the Committee will pay the following additional salary based on years of service.

<b>Completed Years of Continuous Service</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>
8 and < 10	\$500	\$500	\$500
10 and < 15	\$850	\$850	\$850
15 and < 20	\$1200	\$1200	\$1200
20 and < 25	\$1525	\$1525	\$1525
25 and < 30	\$1775	\$1775	\$1775
30+ years	\$2000	\$2000	\$2000

**WESTFORD PUBLIC SCHOOLS**  
Teacher Assistant – Performance Evaluation

**Name:** \_\_\_\_\_ **Date of Report:** \_\_\_\_\_

**Assignment:** \_\_\_\_\_ **School:** \_\_\_\_\_

**RATING SCALE**

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

**Support to Instruction**

**Rating**

- |  |       |
|--|-------|
| 1. Assists with specific student supports, either as an individual or small group in the implementation of educational/IEP goals and benchmarks    | _____ |
| 2. Provides regular feedback on the progress and challenges experienced by Assigned student(s)   | _____ |
| 3. Reinforces the principles of social interaction programs by modeling positive behavior  | _____ |
| 4. Makes informal assessments of students' skills and understanding and uses appropriate methods and materials to meet objectives for each student | _____ |
| 5. Supports the classroom routines and procedures established by the classroom teacher   | _____ |
| 6. Demonstrates the ability to work with diverse learning styles   | _____ |
| 7. Provides support services in all environments of the school setting   | _____ |

**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  | _____ |

**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 \_\_\_\_\_

**Evaluator comments (Optional)**

**Teacher Assistant Comments (Optional)**

**Overall Rating:**

Satisfactory: \_\_\_\_\_

Unsatisfactory: \_\_\_\_\_

**Evaluator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Employee's signature indicates that he/she has 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.



