

CONTRACTUAL AGREEMENT
BETWEEN THE
WESTWOOD SCHOOL COMMITTEE
AND THE
WESTWOOD TEACHERS' ASSOCIATION



2019-2020

2020-2021

2021-2022

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PREAMBLE

This Agreement is made and entered into this _____ day of _____ between the Westwood School Committee and the Westwood Teachers' Association for the three-year period of September 1, 2019, through August 31, 2022, represented by Articles I-XXVII and the Side letters appended to this Agreement.

Carolyn Casey, President
Westwood Teachers' Association

Charles Donahue, Chair
Westwood School Committee

ARTICLE I - NEGOTIATION PROCEDURE

1. By February 15th of the school year in which the contract expires, the chosen representatives of each group, the Westwood School Committee and the Westwood Teachers' Association, shall meet to propose such matters as each may feel necessary. Each group shall make a genuine and exhaustive effort to reach agreement upon whatever proposals are made, and, except under extraordinary circumstances and by mutual agreement, all financial agreements shall be understood to apply to contracts commencing in September of the following year. All other matters will go into effect on September 1st except that, by mutual agreement, a provision may go into effect on a specified date.
2. Negotiations shall include salaries, fringe benefits, hours, establishment of optimum class sizes and teacher loads, ancillary programs, such as summer school and evening school, teacher evaluation procedure, standards of productivity and performance, reduction in force, sick leave, and sabbatical leave. These specific matters do not constitute a limitation on matters which may be discussed, but merely indicate some areas which are clearly of great and primary importance. Either the School Committee or the Westwood Teachers' Association may make any proposal which seems proper during the course of the negotiations. Federal, state, and privately funded programs are excluded from negotiations.
3. In the event that a position is established and a salary agreed upon as part of the negotiations Agreement, it shall not be changed in scope or changed in basic salary except by agreement between the Westwood School Committee and the Westwood Teachers' Association. If a position is deleted, the holder thereof, if on professional status, will be placed in a suitable position.
4. If the negotiations described in this section should reach an impasse by June 1st, both parties agree to follow the procedure described in Chapter 763 of the Acts of 1965, as amended by Chapter 150E, Sections 1 through 11, Acts of 1975.
5. Both parties agree to develop an agenda for each session of negotiations in order to ensure that each party will have had ample opportunity for mature and careful consideration of any proposal which is to be discussed.

ARTICLE II - RECOGNITION

The Westwood School Committee recognizes the Westwood Teachers' Association as the sole representative of Unit A of the certified personnel employed in the system, excepting only the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Director of Technology, Learning & Innovation, Director of Student Services, Director of Business and Finance, and other administrative personnel. These represented persons include classroom teachers, generic teachers, Instructional Technology coaches, speech therapists, psychologists, guidance counselors, librarians, reading teachers, adjustment counselors, social workers, team leaders, staff development persons, middle school curriculum coordinators, art teachers, music teachers, special educators, physical education teachers, and school nurses. The Parties acknowledge that the inclusion of school nurses into Unit A shall not automatically extend contractual provisions that are specific to classroom teachers only. Also represented as Unit B are department heads and directors. Also represented, in the event of the creation of new positions, would be persons holding any new position of an essentially teaching nature and subject to state professional status laws. No other professional or non-professional personnel or non-unit special activities and coaching personnel are represented by the Westwood Teachers' Association. Unless otherwise indicated, the employees in the above Units A and B will be hereinafter referred to as "teachers."

ARTICLE III - TEACHERS' SALARY SCHEDULE

September 2019-June 2020
(2.5% increase)

Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$50,419	\$51,399	\$53,841	\$ 55,677	\$ 57,512	\$ 59,228	\$ 61,794	\$ 70,181
2	\$52,435	\$53,455	\$55,995	\$ 57,904	\$ 59,813	\$ 61,597	\$ 64,266	\$ 72,988
3	\$54,533	\$55,593	\$58,234	\$ 60,220	\$ 62,205	\$ 64,061	\$ 66,836	\$ 75,908
4	\$56,714	\$57,817	\$60,564	\$ 62,628	\$ 64,694	\$ 66,623	\$ 69,510	\$ 78,944
5	\$58,983	\$60,129	\$62,987	\$ 65,134	\$ 67,281	\$ 69,288	\$ 72,290	\$ 82,102
6	\$61,342	\$62,535	\$65,506	\$ 67,740	\$ 69,973	\$ 72,060	\$ 75,182	\$ 85,386
7	\$63,796	\$65,036	\$68,126	\$ 70,449	\$ 72,771	\$ 74,942	\$ 78,189	\$ 88,801
8	\$66,348	\$67,637	\$70,851	\$ 73,267	\$ 75,682	\$ 77,940	\$ 81,317	\$ 92,353
9	\$69,001	\$70,343	\$73,685	\$ 76,198	\$ 78,710	\$ 81,057	\$ 84,569	\$ 96,047
10	\$71,762	\$73,157	\$76,633	\$ 79,246	\$ 81,858	\$ 84,300	\$ 87,952	\$ 99,889
11	\$74,632	\$76,083	\$79,699	\$ 82,415	\$ 85,132	\$ 87,672	\$ 91,470	\$ 103,885
12	\$77,617	\$79,126	\$82,886	\$ 85,712	\$ 88,537	\$ 91,179	\$ 95,129	\$ 108,040
13	\$80,722	\$82,291	\$86,201	\$ 89,140	\$ 92,080	\$ 94,826	\$ 98,934	\$ 112,362
14	\$83,951	\$85,583	\$89,649	\$ 92,706	\$ 95,763	\$ 98,619	\$ 102,891	\$ 115,249
15	\$86,653	\$89,064	\$96,034	\$ 98,711	\$ 100,861	\$ 103,822	\$ 106,502	

***Staff on Step 13 for the 2018-2019 school year will advance to Step 15 for the 2019-2020 school year.**

September 2020-June 2021
(2% increase)

Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$51,427	\$52,427	\$54,918	\$ 56,790	\$ 58,663	\$ 60,412	\$ 63,030	\$ 71,585
2	\$53,484	\$54,524	\$57,115	\$ 59,062	\$ 61,009	\$ 62,829	\$ 65,551	\$ 74,448
3	\$55,624	\$56,705	\$59,399	\$ 61,425	\$ 63,449	\$ 65,342	\$ 68,173	\$ 77,426
4	\$57,848	\$58,973	\$61,775	\$ 63,881	\$ 65,988	\$ 67,956	\$ 70,900	\$ 80,523
5	\$60,162	\$61,332	\$64,247	\$ 66,437	\$ 68,626	\$ 70,674	\$ 73,736	\$ 83,744
6	\$62,569	\$63,785	\$66,817	\$ 69,094	\$ 71,372	\$ 73,501	\$ 76,685	\$ 87,093
7	\$65,072	\$66,337	\$69,489	\$ 71,858	\$ 74,227	\$ 76,441	\$ 79,753	\$ 90,577
8	\$67,675	\$68,990	\$72,268	\$ 74,732	\$ 77,196	\$ 79,499	\$ 82,943	\$ 94,200
9	\$70,381	\$71,750	\$75,159	\$ 77,722	\$ 80,284	\$ 82,679	\$ 86,261	\$ 97,968
10	\$73,197	\$74,620	\$78,166	\$ 80,831	\$ 83,495	\$ 85,986	\$ 89,711	\$ 101,887
11	\$76,125	\$77,605	\$81,293	\$ 84,063	\$ 86,834	\$ 89,425	\$ 93,299	\$ 105,963
12	\$79,170	\$80,709	\$84,544	\$ 87,426	\$ 90,308	\$ 93,002	\$ 97,031	\$ 110,201
13	\$82,336	\$83,937	\$87,925	\$ 90,923	\$ 93,921	\$ 96,722	\$ 100,913	\$ 114,609
14	\$85,630	\$87,295	\$91,442	\$ 94,560	\$ 97,678	\$ 100,591	\$ 104,949	\$ 117,554
15	\$88,386	\$90,846	\$97,955	\$ 100,685	\$ 102,878	\$ 105,898	\$ 108,632	

September 2021-June 2022
(2% increase)

Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	\$52,456	\$53,475	\$56,016	\$ 57,926	\$ 59,836	\$ 61,621	\$ 64,290	\$ 73,016
2	\$54,554	\$55,614	\$58,257	\$ 60,243	\$ 62,229	\$ 64,085	\$ 66,862	\$ 75,937
3	\$56,736	\$57,839	\$60,587	\$ 62,653	\$ 64,718	\$ 66,649	\$ 69,536	\$ 78,974
4	\$59,005	\$60,153	\$63,011	\$ 65,159	\$ 67,308	\$ 69,315	\$ 72,318	\$ 82,133
5	\$61,366	\$62,559	\$65,532	\$ 67,766	\$ 69,999	\$ 72,087	\$ 75,211	\$ 85,419
6	\$63,820	\$65,061	\$68,153	\$ 70,476	\$ 72,800	\$ 74,971	\$ 78,219	\$ 88,835
7	\$66,373	\$67,663	\$70,879	\$ 73,295	\$ 75,711	\$ 77,970	\$ 81,348	\$ 92,389
8	\$69,028	\$70,370	\$73,714	\$ 76,227	\$ 78,740	\$ 81,089	\$ 84,602	\$ 96,084
9	\$71,789	\$73,185	\$76,662	\$ 79,276	\$ 81,890	\$ 84,332	\$ 87,986	\$ 99,928
10	\$74,661	\$76,112	\$79,729	\$ 82,447	\$ 85,165	\$ 87,705	\$ 91,505	\$ 103,925
11	\$77,647	\$79,157	\$82,918	\$ 85,745	\$ 88,571	\$ 91,214	\$ 95,165	\$ 108,082
12	\$80,753	\$82,323	\$86,235	\$ 89,174	\$ 92,114	\$ 94,862	\$ 98,972	\$ 112,405
13	\$83,983	\$85,616	\$89,684	\$ 92,742	\$ 95,800	\$ 98,657	\$ 102,931	\$ 116,901
14	\$87,342	\$89,040	\$93,271	\$ 96,451	\$ 99,632	\$ 102,603	\$ 107,048	\$ 119,905
15	\$90,153	\$92,663	\$99,914	\$ 102,699	\$ 104,935	\$ 108,016	\$ 110,804	

ARTICLE III - SALARY AND OTHER COMPENSATIONS

1. Teacher Employment and Placement on the Salary Schedule

Upon initial employment, full credit shall be given for relevant course work. Teachers with previous teaching experience in the Westwood Public Schools shall, upon returning to the System, receive full credit on the salary schedule for all outside teaching experience, Peace Corps work, and military service as provided by law. Teachers who have not been engaged in teaching on a full-time basis shall, upon returning to the System, be restored to the next position on the salary schedule above that at which they left, subject to Section 2 of this article.

2. Annual Increments

- a. Increments are automatic only when, in the judgment of the School Committee, administrative evaluations support successful professional performance. A withheld increment may be restored when, in the judgment of the School Committee, through evaluation by the Administration, the improvement in performance warrants such action. Satisfactory performance in a successive year may or may not be the basis for restoration of the lost increment. Lost increment restoration in a successive year is dependent on the positive performance of the individual and the elimination of negative factors that led to the

withholding of the increment and is not automatic upon earning the successive year's increment. However, if the teacher receives two consecutive years of effective evaluations, the lost increment will be restored in the next contract.

- b. Step increments will be awarded on September 1st upon successful evaluation to those teachers who have worked more than 50% of the previous school year.
 - c. In the case of withheld increment, the adjustment to the new schedule shall not be considered part of the withheld increment.
3. A teacher with an earned Master's degree from an accredited institution will be eligible for the Master's+30 salary when he/she has completed or earns thirty (30) credits which conform to the following requirements:
- a. The teacher takes at least nine (9) credits from district-sponsored or on-site courses. This does not imply any cap on the number of district-sponsored courses a teacher may take. One (1) district-sponsored credit shall be equivalent to one (1) graduate credit for the purpose of credit accumulation toward higher salary status.
 - b. If a teacher wants to take a college course that is equivalent, in the judgment of the Superintendent, to a Westwood district-sponsored course, the teacher will be permitted to substitute the college course for the district-sponsored course.
 - c. The Westwood Public Schools will offer a minimum of two (2) three-credit district-sponsored courses per school year.
 - d. If a teacher completes a degree program (Master's, CAGS, CAES, etc.) that requires 30 or more graduate credits, then the teacher will not be required to meet the nine (9) district-sponsored credit requirement in order to change salary lane.
 - e. Up to nine (9) undergraduate credits in a teacher's subject area discipline may be substituted for graduate credits when, in the judgment of the Superintendent, the undergraduate credits are more beneficial to student learning than available graduate credits would be.
4. Mid-year Horizontal Adjustment
- a. Horizontal adjustment to a teacher's contract will be made on the first payroll of the school year and the first payroll in February of the contract year whenever approved credit accumulation entitles the teacher to move to the next higher category. Financial adjustment will be accomplished by issuing a new adjusted contract with the complete pro-rated payment for the new category.

- b. Credits earned to meet Bachelor’s degree or the basic teacher’s license may not be applied as credits beyond the Bachelor’s degree.
- c. Graduate credits to be applied toward a change to a higher salary category must be earned after the awarding of the highest degree.
- d. Beginning with the 2020-2021 school year, teachers must notify the district in writing of anticipated horizontal adjustments by October 1 of the prior school year.

5. Longevity

- a. Longevity payments begin in the twentieth year of cumulative service in the Westwood School System. Longevity payments shall be made in a lump sum no later than the first pay period in December of each year.
- b. Longevity payments (except school nurses) will be as follows:

Years 20-24, inclusive	\$1,000.00
Years 25-29, inclusive	\$1,400.00
Years 30-34, inclusive	\$2,000.00
Years 35+	\$2,500.00

Longevity payments for nurses will be as follows:

After 15 years	\$1,000.00
After 20 years	\$2,000.00

c. Alternative Longevity

- i. Bargaining unit members who have completed twenty (20) years of service in the Westwood Public Schools may elect longevity payments of \$3,000 per year for three (3) consecutive years that follow acceptance under the provisions of Article III (4)(C). Longevity payments set forth in Article III (4)(B) and Article VI (RETIRING TEACHER INCREMENT) will cease upon acceptance under this provision. Bargaining unit members will be entitled to the entire sum of \$9,000 regardless of date of termination. Payment will continue until the remaining credit is exhausted if an entitled unit member is terminated. A written application for alternative longevity must be filed with the Administration within thirty (30) days of the ratification of this Agreement. Thereafter, all such written applications must be submitted no later than January 1 of

the school year prior to the school year such alternative longevity is to commence.

6. Curriculum Development and Curriculum Salary Schedule

- a. Curriculum projects, unless scheduled during the regular school day, shall be considered voluntary, extra, paid work and shall involve the creation or major revision of course and grade-level curriculum guides, course syllabi, and other instructional outlines. Faculty members interested in undertaking such curriculum projects, either individually or in groups and either outside the normal school day or during the summer months, shall apply in writing to the Superintendent. **Teachers shall be paid one lump-sum check within 15 days of submission of the completed project as well as submission of the appropriate request for payment to the Assistant Superintendent's Office. The district will send a reminder to members of the date for submission.**
- b. Curriculum Development salaries for projects of the types mentioned above shall be paid at the rate of \$35.00 per hour, not to exceed a total amount for the project that the parties agree to in advance. The Curriculum Coaches shall be paid at the rate of \$35.00 per hour.
- c. Curriculum Development Workday
 - i. Length of Workday (one hour for lunch): 8:00am-4:00pm
 - ii. Half-day session: 8:00am-11:30am

7. Summer Enrichment Program/Summer School

- a. The salary for summer enrichment program/summer school teachers shall be calculated as follows:

Each high school credited course	\$1,300.00
Each two-week middle school course	\$1,300.00
Each two-week summer enrichment program rotation	\$1,300.00
Each one-week summer enrichment program rotation	\$650.00

- b. For the life of this Agreement, the Director of the Summer Enrichment Program/Summer School and the Assistant Superintendent shall recommend to both parties and annual increase in the stipends paid to summer school personnel.

8. Part-Time Teachers

- a. The Committee may employ a new teacher, or an existing teacher with such teacher’s approval, at less than a full-time position. The pay for such part-time position shall be adjusted accordingly. In addition, teachers may be involuntarily reduced from full-time to part-time, subject to the criteria of Article XIII (Reduction in Force).
- b. Seniority Rights: Part-time teachers shall accrue seniority in accordance with Article XIII, Section 2.
- c. Recall Rights: Part-time teachers who have been laid-off shall be recalled in accordance with Article XIII, Section 6.
- d. All benefits shall be figured on the same basis as compensation, or where regulated by statute, in accordance with applicable law. Teachers whose part-time schedule includes a reduced number of full work days per week shall receive sick days prorated proportional to his or her FTE. Teachers whose part-time schedule includes reduced hours on a M-F work schedule will not have a prorated number of sick days, as pay for sick days is already prorated.

9. Instructors for District-Sponsored and On-Site Courses

- a. Any person covered by this Agreement and hired to teach a district-sponsored or on-site course or to lead activities related to professional development shall be compensated as follows:

Book group discussion facilitator	\$10/hour
Work group leader	\$10/hour
Course instructor	\$90/hour
Course co-instructor	\$60/hour

- b. Instructors, leaders, and facilitators will be paid for class hours only. If a course is cancelled by the employer less than 2 weeks in advance and will not run, presenters may, upon request, be paid a maximum of 25% of the agreed upon total salary for the course. If the course is cancelled more than two weeks in advance, presenters will receive no compensation.

10. Professional Positions

- a. In addition to receiving his/her normal teaching salary, each position outlined below shall be paid the corresponding stipend, payment of which shall be distributed throughout the year during the normal pay periods. In the event that a teacher serves less than a full work year, the stipend shall

be pro-rated accordingly. In addition, the positions shall be considered as one year appointments and renewal for these positions shall be subject to appointment by the principal, or in the case of the Director of the Summer Enrichment Program/Summer School, the Assistant Superintendent.

Elementary	Per school year
Curriculum Leader	\$3,100.00
Grade Level Leader	\$1,575.00

Middle School	Per school year
Team Leader	\$5,300.00
Curriculum Coordinator	\$5,300.00

High School	Per school year
AP Coordinator	\$750.00
SAT/PSAT Coordinator	\$750.00
Summer School Director	\$6,400.00
Auditorium Manager	\$4,200.00
Oxford Coordinator	\$2,500.00
SIPP Mentor Coordinator	\$8,000.00

Summer Enrichment Program	\$7,350.00
Prodigy Program Director	\$10,974.00

11. Job Sharing

Teachers interested in job sharing may make proposals to the Superintendent. Final job sharing agreements shall include provisions related to day and year of the participants, compensation, and working conditions. A currently employed, full-time teacher who participates in job sharing in a given year will take a temporary, part-time leave of absence from his/her position, and shall retain the right to return to a full-time position the following year.

- Teachers who are scheduled to teach in multiple buildings in a given day will be compensated using the state-suggested formula for mileage, to be paid monthly upon submission of appropriate paperwork.

ARTICLE IV - SPECIAL ACTIVITY SALARY SCHEDULE

Effective September 1, 2019 through August 31, 2022, the special activities schedules will be set forth on the following pages:

- The special activities coaching schedule is a one (1) step schedule.
- A change in the responsibilities or duties of a position shall result in the specific schedule being revised as determined reasonable by the Administration.
- The stipend on the salary schedule for new activities will be based on the days and hours involved as established by the Administration.
- Special activity personnel are one-year appointments only and renewal shall be subject to the appointment of the Principal. Positions shall be posted for at least ten (10) school days in each school building where potential applicants may be assigned.
- Salary for any new extracurricular positions covered by this Agreement shall be subject to collective bargaining.

Activity Stipends

School	Activity	Stipend	Tier
High School	3D Printing Club	\$700.00	1
Middle School	Grade 8 Trip Chaperone(s)	\$250.00	
High School	Academic Decathlon	\$1,200.00	2
Middle School	After School Studies (6)	\$700.00	1
High School	Amnesty International	\$700.00	1
High School	Anime Club	\$700.00	1
High School	Asian Culture Club	\$700.00	1
High School	Awards Program (Junior Books)	\$700.00	1

High School	Bio Builder Club	\$2,000.00	3
High School	Bowling Club	\$700.00	1
High School	Ceramics Club	\$700.00	1
Middle School	Chess Club	\$700.00	1
High School	Chess Team	\$1,200.00	2
High School	Collegium Latinum	\$1,200.00	2
Middle School	Computer Club	\$700.00	1
High School	Creative Writing Club	\$1,200.00	2
High School	Culinary Arts Club	\$1,200.00	2
High School	Debate Team	\$1,200.00	2
High School	Drama Club	\$1,200.00	2
High School	Drama Festival Coordinator	\$250.00	
High School	E-Sports Club	\$700.00	1
High School	Elections and Nominations	\$700.00	1
Elementary	Elementary Jazz Band (2)	\$2,300.00	
Elementary	Elementary Orchestra	\$4,600.00	
High School	Entrepreneurs of Westwood	\$700.00	1
High School	Environmental Action Committee	\$700.00	1
High School	Fashion Club	\$700.00	1
High School	Fitness Club	\$1,200.00	2
High School	French Club	\$2,000.00	3
High School	Freshman Class Advisor	\$700.00	1
High School	Friendship Club (formerly Best Buddies)	\$700.00	1
High School	Gay/Straight Alliance	\$1,200.00	2
High School	Glassworking/Stained Glass Club	\$700.00	1
Middle School	Grade 8 Class Trip Advisor	\$3,000.00	

Middle School	Great Chef's Club	\$1,200.00	2
High School	Hack Club	\$700.00	1
High School	High School Jazz Band	\$2,500.00	
High School	High School Jazz Lab	\$1,200.00	2
High School	Irish Culture Club	\$700.00	1
Middle School	Jazz Band	\$1,250.00	
High School	Judicial Council	\$700.00	1
High School	Junior Class Advisor	\$1,200.00	2
High School	Key Club	\$700.00	1
High School	Kiva Club	\$700.00	1
High School	Legislative Council	\$1,200.00	2
High School	Let's Talk About Race (LTAR)	\$700.00	1
High School	Literary Club	\$700.00	1
High School	Mandarin Club	\$700.00	1
High School	Marine Science	\$700.00	1
Middle School	Math Club	\$700.00	1
High School	Math Team	\$1,200.00	2
High School	Mock Trials	\$1,200.00	2
High School	Model UN	\$3,000.00	3
High School	Model UN Assistant	\$1,200.00	2
High School	Music Festival Coordinator (2)	\$700.00	1
High School	Music Underground	\$700.00	1
High School	Musical Choreographer	\$2,500.00	
Middle School	Musical Choreographer	\$1,400.00	
High School	Musical Costume Designer	\$1,500.00	
Middle School	Musical Costume Designer	\$1,500.00	

High School	Musical Director	\$7,500.00	
Middle School	Musical Director	\$4,500.00	
High School	Musical Music Director (Vocal and Orchestra)	\$5,00.00	
Middle School	Musical Music Director (Vocal and Orchestra)	\$3,000.00	
High School	Musical Scenic Designer	\$1,500.00	
Middle School	Musical Scenic Designer	\$900.00	
High School	Musical Technical Director/Support	\$2,000.00	
Middle School	Musical Technical Director/Support	\$1,400.00	
High School	National Honor Society	\$2,000.00	3
Middle School	Newspaper	\$700.00	1
High School	No Parenthesis	\$1,200.00	2
Middle School	Open Gym	\$2,000.00	3
High School	Outdoor Adventure Club	\$700.00	1
High School	Passing Notes	\$3,000.00	
Middle School	Peer Leadership Assistant	\$700.00	1
Middle School	Peer Leadership Coordinator	\$1,200.00	2
High School	Photography Club	\$1,200.00	2
High School	Piano Club	\$700.00	1
High School	Ping Pong Club	\$700.00	1
High School	Play Costume Designer	\$850.00	
Middle School	Play Costume Designer	\$900.00	
High School	Play Director	\$4,000.00	
Middle School	Play Director	\$2,000.00	
High School	Play Light Designer	\$1,000.00	
Middle School	Play Light Designer	\$600.00	
High School	Play Scenic Designer	\$850.00	

Middle School	Play Scenic Designer	\$600.00	
High School	Play Sound Designer	\$500.00	
Middle School	Play Sound Designer	\$500.00	
Elementary	Play/Musical Assistants	\$750.00	
Elementary	Play/Musical Director	\$2,000.00	
High School	Robotics Team	\$3,000.00	
High School	Science Team	\$2,000.00	3
Middle School	Select Chorus (After-school)	\$700.00	1
High School	Senior Class Advisor	\$2,000.00	3
High School	Sketches for Smiles (Art Club)	\$700.00	1
High School	Social Justice Club	\$700.00	1
High School	Sophomore Class Advisor	\$700.00	1
High School	Spanish Club	\$2,000.00	3
High School	Spring Play Director (2)	\$2,000.00	
High School	Spring Play Technical Support (2)	\$500.00	
High School	Student (Senior) Leadership Council	\$1,200.00	2
High School	Student Advisory Board	\$2,000.00	3
High School	Student Council	\$2,000.00	3
Elementary	Student Council (per person, up to three)	\$900.00	
High School	Treble A Cappella Director	\$1,200.00	2
High School	Tri-M	\$700.00	1
High School	Ultimate Frisbee	\$1,200.00	2
High School	Video Yearbook	\$700.00	1
Middle School	Washington, D.C. Trip Nurse Preparation	\$250.00	
High School	We the People	\$700.00	1
High School	Westwood Ambassadors	\$700.00	1

High School	Westwood Print (Newspaper)	\$2,000.00	3
High School	Wolverines of Wall Street	\$700.00	1
High School	Yearbook	\$7,500.00	
Middle School	Yearbook	\$2,000.00	3
High School	Young Philosophers	\$700.00	1

Athletic Stipends

School	Sport	Tier	Base
Middle School	Football AC (up to 2 positions)	J	\$2,500.00
High School	Gymnastics HC	F	\$4,100.00
High School	Baseball and Softball AC	G	\$3,300.00
High School	Baseball and Softball F	G	\$3,300.00
High School	Baseball and Softball HC	C	\$5,300.00
High School	Baseball and Softball JV	G	\$3,300.00
High School	Basketball Boys and Girls Freshmen	G	\$3,300.00
High School	Basketball Boys and Girls HC	B	\$6,500.00
High School	Basketball Boys and Girls JV	F	\$4,100.00
High School	Cheerleading 1 Football HC	G	\$3,300.00
High School	Cross Country Boys and Girls HC	E	\$4,500.00
Middle School	Cross Country Boys and Girls HC	K	\$3,000.00
High School	Field Hockey F	G	\$3,300.00
High School	Field Hockey HC	C	\$5,300.00
Middle School	Field Hockey HC	K	\$3,000.00
High School	Field Hockey JV	G	\$3,300.00
High School	Football F (2 positions)	F	\$4,100.00

High School	Football HC	A	\$9,000.00
Middle School	Football HC	I	\$3,000.00
High School	Football JV	F	\$4,100.00
High School	Football Varsity Assistant (2 positions at)	D	\$4,800.00
High School	Golf HC	G	\$3,300.00
High School	Golf JV	H	\$2,800.00
High School	Ice Hockey Boys and Girls AC	G	\$3,300.00
High School	Ice Hockey Boys and Girls HC	B	\$6,500.00
High School	Ice Hockey Boys and Girls JV	F	\$4,100.00
High School	Indoor Track Boys and Girls AC (3)	G	\$3,300.00
High School	Indoor Track Boys and Girls HC	C	\$5,300.00
High School	Lacrosse Boys and Girls F	G	\$3,300.00
High School	Lacrosse Boys and Girls HC	C	\$5,300.00
High School	Lacrosse Boys and Girls JV	G	\$3,300.00
Middle School	Middle School Assistant Coach	L	\$1,500.00
High School	Skiing HC	E	\$4,500.00
High School	Soccer Boys and Girls F	G	\$3,300.00
High School	Soccer Boys and Girls HC	C	\$5,300.00
High School	Soccer Boys and Girls JV	G	\$3,300.00
Middle School	Spring Track Boys and Girls HC	K	\$3,000.00
High School	Swimming AC	G	\$3,300.00
High School	Swimming Girls and Boys HC	C	\$5,300.00
High School	Tennis Boys and Girls HC	C	\$5,300.00
High School	Tennis Boys and Girls JV	G	\$3,300.00
High School	Track Boys and Girls AC (2)	G	\$3,300.00
Middle School	Track Boys and Girls AC (3)	L	\$2,000.00

High School	Track Boys and Girls HC	C	\$5,300.00
High School	Unified Track HC	G	\$3,300.00
High School	Unified Track AC	M	\$1,650.00
High School	Volleyball F	G	\$3,300.00
High School	Volleyball HC	C	\$5,300.00
Middle School	Volleyball HC	K	\$3,000.00
High School	Volleyball JV	G	\$3,300.00

ARTICLE V - SALARY SCHEDULE PLAN FOR DEPARTMENT HEADS AND DIRECTORS

The salary schedule for Department Heads and Directors is organized around two variables:

1. The length of the work year, as designated by category.
2. The number of full-time personnel or their equivalent in the department.
 - a. There shall be two types of content-specific curriculum roles: K-12 Directors and Department Heads. Each content-specific curriculum role is assigned to a category that designates work year as follows:

Category I	Category II	Category III	Category IV
184 days	190 days	209 days	224 days
HS Math Dept. Head HS Science Dept. Head HS English Dept. Head HS Social Studies Dept. Head HS Guidance Dept. Head MS Math Dept. Head MS Science Dept. Head MS English Dept.	Elementary Student Services Dept. Head(s)	HS Student Services Dept. Head MS Student Services Dept. Head	Athletic Director

Head MS Social Studies Dept. Head HS/MS Foreign Language Dept. Head K-12 Art Director K-12 Performing Arts Director K-12 Library Director K-12 Wellness Director			
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- b. Each full time staff member or equivalent (including licensed and unlicensed staff) supervised by a Department Head or Director shall be considered for the purpose of salary computation.
- c. Subject to the stipulations found in Section “b” above, all Department Heads and Directors shall receive annual stipends as per the increment scale and according to the actual number of personnel assigned to each department as of September 1 of each year, as follows:

Number of full-time staff or equivalent supervised	Category I (184 days)	Category II (190 days)	Category III (209 days)	Category IV (224 days)
2-5	.125 * Bachelor Min	.125 * B Min + 1.6% of base	.125 * B Min + 7% of base	.125 * B Min + 12% of base
6-9	.15 * Bachelor Min	.150 * B Min + 1.6% of base	.150 * B Min + 7% of base	.150 * B Min + 12% of base
10-13	.175 * Bachelor Min	.175 * B Min + 1.6% of base	.175 * B Min + 7% of base	.175 * B Min + 12% of base
14+	.20 * Bachelor Min	.20 * B Min + 1.6% of base	.20 * B Min + 7% of base	.20 * B Min + 12% of base

- d. In order to fulfill certain administrative responsibilities and consistent with the provisions contained in Article XV (TEACHERS’ DAY AND YEAR), Section 5, of this agreement, the work year and compensation of individual Department Heads and Directors in Category I (184 days) shall

be increased by up to a limit of ten (10) days per contract year subject to the following stipulations:

- i. A maximum of one (1) day during the summer shall be granted to provide orientation for any newly-hired departmental staff person or long-term substitute hired after June 1.
- ii. A reasonable number of days shall be granted, subject to prior approval of the Superintendent or his/her designee, to conduct interviews and check the credentials of applicants when departmental vacancies occur after June 1.
- iii. A reasonable number of days, as determined and approved in advance by the Superintendent or his/her designee, may be granted to participate in staff development programs.
- iv. For the purposes of this provision, a "workday" shall be defined as seven (7) hours, inclusive of a 30-minute lunch, or its equivalent. Compensation for such work shall be made in a lump sum on the last pay period in August.

ARTICLE VI - RETIRING TEACHER INCREMENT

All teachers under contract for the current school year retiring on pension before August 31 from the Westwood School System will be granted a special retirement increment based upon the accumulated sick leave times \$25.00, up to a maximum of \$8,250.00 (i.e., maximum of 330 accumulated sick days).

Payment Plan

Unit members exercising the retiring teacher increment will either have a lump sum payment added to the termination pay of the current contract, or they may request that the district make a contribution to a Qualified Tax Deferred Retirement Plan, in accordance with applicable federal law and regulations. Notification by the unit member of such intention for such contribution must be transmitted in writing to the Superintendent at least thirty (30) days prior to his/her retirement date.

All plans will be drawn so as to conform to the General Laws and Statutes relative to education. In the event of a teacher's death while in service, the sick leave provision will be paid to his/her beneficiary.

ARTICLE VII - PAYROLL DEDUCTIONS

1. Effective with the 2020-2021 school year, teachers will have the option of being paid their annual salary over either twenty-one equal pay-periods from September 1 through June 30, or twenty-six equal pay-periods from September 1 through August 31. Teachers will notify the district by June 1, 2020, or upon hire, of their payment option. If teachers do not notify the district, then the default plan will be twenty-six equal pay-periods. A teacher must notify the district by

June 1 if he or she is selecting a change in payment option for the following school year. Otherwise, selected payment options will continue from year to year.

2. Teacher Association dues, contributory benefit plan payments, savings bond purchases, annuity payments, and MTA Credit Union deposits may be deducted from payrolls under provisions laid down by the Superintendent. In the event that the method of payroll processing used allows less than this number of deductions, the order of preference shall be the order in which these items are listed in this Article.
3. The first pay-period for teachers will be the first pay-period in September, regardless of the start date of the school year.

ARTICLE VIII - INSURANCE, CONTRIBUTORY BENEFIT PLANS AND ANNUITY PLANS

1. Annuity Plans
 - a. Eligible employees at their request may participate in a "Tax Sheltered Annuity Plan."
2. Insurance Plans
 - a. Teachers may continue to participate in Town health insurance and life insurance programs. The contributions by the Committee and teachers shall be in accordance with Town Bylaws and State Statutes. The Committee agrees to make information on health insurance available to the Association for the purpose of reviewing possible options on the coverage provided to employees covered by this Agreement.
3. The current pre-tax plan for health insurance and cafeteria plan will be combined as in the current manner.
4. All new teachers will be automatically enrolled in long-term disability. If a new teacher chooses NOT to enroll in long-term disability, s(he) must sign a waiver so indicating his/her decision.

ARTICLE IX - TEACHER LOAD

1. Teacher Load - High School
 - a. No high school teacher shall be assigned more than five (5) majors or their equivalent, nor be required to teach more than three (3) separate preparations per day. If the three-preparation limit is exceeded as a result of scheduling difficulties, a teacher thusly affected will be relieved of supervisory duties. In any event, no secondary teacher shall be scheduled less than one (1) unassigned preparation period or its equivalent each day.

- b. Any high school teacher assigned to teach one of the following classes will be assigned no more than four (4) classes: a science class with multiple double labs per cycle; an English class involving composition work; or any AP class which the teacher has not taught previously, or has not taught since the course experienced substantive curricular changes. Additionally, no teacher shall be required to teach more than sixty-six (66) AP students in a single year.
- c. All high school teachers shall be given a thirty-minute, duty-free lunch period per day as provided in Article XV (TEACHERS' DAY AND YEAR) Section 9.
- d. An individual teacher's student load will not exceed an average of thirty (30) students per class, with the exception of Band, Chorus, Orchestra, and Physical Education.
- e. Except for guidance counselors and school psychologists who shall be exempt from all supervisory non-instructional duties, and subject to the stipulations found elsewhere in this section, all high school non-instructional duties shall be equitably distributed in terms of time and class periods among all other Unit A personnel. Examples of non-instructional duties include the following: bus duty, early morning duty, corridor duty, home room, research and reading periods, cafeteria, media center, seminar room, writing or computer lab duty, equipment or lab cleaning and/or maintenance, team teacher planning periods, team meetings, and other duties of an essentially supervisory nature. Guidance counselors and school psychologists may, if they feel there is a need, observe a student's behavior in a variety of school-time activities, such as lunch or recess periods. Faculty members who accept special activities or other paid work or positions shall not be further compensated through the reduction of non-instructional duty assignments.
- f. A major is defined as a subject that meets every time its assigned block or period meets.

2. Teacher Load - Middle School

- a. No Middle School teacher shall be assigned more than five (5) majors or their equivalent, nor be required to teach more than three (3) separate preparations per day. If the three-preparation limit is exceeded as a result of scheduling difficulties, a teacher thusly affected will be relieved of supervisory duties. In any event, no middle school teacher shall be scheduled less than one (1) unassigned preparation period or its equivalent per day.
- b. Any teacher assigned to teach English/Language Arts involving composition work will be assigned no more than four (4) classes or their equivalent.

c. Grade Level Team Leaders, Department Heads and/or Curriculum Coordinators

- i. Curriculum coordinators and/or Department Heads and team leaders will be flexibly scheduled during x-block. In their teaching roles, they will still provide intervention and student support as needed during this time. They will also participate fully in advisory programming or other school-wide initiatives. On other days, resulting release time will be devoted to providing teacher leadership.
- ii. Further, team leaders shall be relieved of strictly supervisory duties (morning duty, lunch duty, bus duty, recess, SSR time) so that they can help structure and provide behavioral intervention and support during these times.

1. The parties agree to the following with respect to the Middle School grade level team leaders and/or curriculum coordinators:

- a. Team Leaders and Curriculum Coordinators shall be filled by applicants selected from the ranks of Unit A personnel, shall carry with them a work year of 184 days, and shall be considered one-year appointments only. Renewal for these positions shall be subject to the appointment of the principal.
- b. In the event a Team Leader or Curriculum Coordinator position becomes vacant, the existence of this vacancy shall be promptly posted in all schools, as stipulated in the provisions contained in Article XIV (PROFESSIONAL VACANCIES AND TRANSFERS).
- c. The evaluation of team leaders and/or curriculum coordinators shall be conducted in accordance with the standard teacher evaluation policy outlined in Article XVII (GROWTH AND EVALUATION SYSTEM FOR TEACHERS) of this Agreement.

d. Arts Team Leader

1. The Arts Team Leader position shall be filled by an applicant selected from the ranks of Unit A personnel, shall carry with it a work year of 184 days, and shall be considered a one-year appointment only. Renewal for this position shall be subject to the appointment of the principal. The evaluation of the Middle School Arts Team Leader shall be conducted in accordance with the standard teacher evaluation policy

outlined in Article XVII (GROWTH AND EVALUATION SYSTEM FOR TEACHERS) of this Agreement.

- e. All Middle School teachers will be given a thirty-minute duty-free period as provided in Article XV (TEACHERS' DAY AND YEAR), Section 9.
 - f. All Middle School non-instructional duties shall be equitably distributed in time and frequency within unit personnel, except with respect to guidance counselors and psychologists who will be exempt from supervisory duties. Examples of non-instructional duties include the following: bus duty, early morning duty, reading and research periods, cafeteria, media center, equipment or lab cleaning and/or maintenance, team teacher planning periods, team meetings, lab supervision and other duties of an essentially supervisory nature. Guidance counselors and school psychologists may, if they feel there is a need, observe a student's behavior in a variety of school-time activities, such as lunch or recess periods.
 - g. An individual teacher's student load will not exceed an average of thirty (30) students per class, with the exception of Band, Chorus, Orchestra, and Physical Education.
 - h. The parties agree that every effort will be utilized to fairly assign students that require additional attention among staff and to provide adequate support services at the Middle School level. Any staff member may request a meeting with the Principal and Department Head for Student Services to discuss the composition of the class and level of support, and the reasons therefore, and have a representative of the WTA present at such meeting. If the issue requires further discussion, a meeting will be scheduled with the Superintendent, the Director of Student Services, and all other participants for a further discussion on said issue. At this meeting, the employee will also be entitled to be accompanied by a WTA representative. The outcome of such meetings shall not be subject to Levels Three and Four of the Grievance procedure as described in Article XXI.
3. Teacher Load - Elementary
- a. No elementary teacher shall be given a class in excess of thirty (30) students. In the case of the elementary teachers, it is the recognized aim of the Administration to keep the classes at twenty-five (25). If, however, it becomes necessary through an emergency for a teacher to assume, for a time, a load in excess of thirty (30), corresponding reductions in non-teaching responsibilities shall be made and a teacher's aide shall be assigned to the teacher.
 - b. Elementary teachers shall not be assigned to cover lunchroom duties.

- c. Each elementary teacher in grades K-5 shall receive 45 consecutive minutes of unassigned preparation daily, except on short Wednesdays, when 40 minutes will be provided. If the teacher's preparation period falls on the first or last period of the day, the time period will be shortened appropriately to accommodate student opening and dismissal activities. Principals shall make reasonable efforts when scheduling specialist times to assure that no single teacher or group of teachers bears a particular burden.

The time between the dismissal of students and the beginning of the professional development session shall be considered unassigned preparation time for all elementary staff members. It is understood that the preparation time of those elementary personnel assigned to supervising the dismissal of student will be shortened accordingly.

- d. The unassigned preparation time described in (c) above shall normally be provided when the elementary specialists meet with students. It is understood, however, that when a specialist is absent and an appropriate substitute cannot be obtained, the classroom teacher will not have that period for preparation.
- e. It is further understood that if special programs are scheduled for elementary students during the regular school day, some specialist periods may not occur and classroom teachers so affected may lose their preparation time. Principals shall make reasonable efforts when scheduling special programs throughout the school year to assure that no single teacher or group of teachers bears a particular burden with respect to lost preparation time or student supervision.
- f. The time between the dismissal of students and the beginning of the professional development session shall be considered unassigned preparation time of those elementary personnel assigned to supervising the dismissal of students will be shortened accordingly. All Wednesdays shall be designated early release days for Kindergarten.
- g. All elementary school duties shall be equitably distributed in time and frequency among all unit personnel except guidance counselors and school psychologists, who shall be exempt from supervisory duties. Guidance counselors and school psychologists may, if they feel there is a need, observe a student's behavior in a variety of school-time activities, such as lunch or recess periods.
- h. The Elementary Prep-Time Committee, consisting of five (5) elementary teachers, including at least one (1) specialist and a representative of each elementary school, appointed by the President of the Association, and five (5) administrators appointed by the Superintendent, shall meet annually to assess the implementation of elementary preparation time and make appropriate recommendations to both parties by February 1st of each year.

- i. All elementary teachers shall be given a thirty-minute, duty-free lunch period per day as provided in Article XV (TEACHERS' DAY AND YEAR), Section 9.
 - j. The Westwood School Committee has commenced and will continue to support a program to enlist members of the community to assist with clerical tasks on a regular basis.
 - k. Teachers shall be provided with adequate training and support prior to introduction of or changes to curriculum and assessment programs. Any disputes on this issue may be processed up through Level Two of the Grievance Procedure described in Article XXI, and every effort will be made by the parties to resolve the matter in these discussions.
 - l. The parties agree that every effort will be utilized to fairly assign students that require additional attention among all staff and to provide adequate support services at the Elementary School level. Any staff member may request a meeting with the Principal and K-5 Department Head for Student Services to discuss the composition of the class and level of support, and the reasons therefore, and have a representative of the WTA present at such meeting. If the explanation requires further discussion, a meeting will be scheduled with the Superintendent, the Director of Student Services, and all other participants for a further discussion on said issue. At this meeting, the employee will also be entitled to be accompanied by a WTA representative. The outcome of such meetings shall not be subject to Levels Three and Four of the Grievance Procedure as described in Article XXI.
 - m. An aide will be assigned to each Kindergarten session which has twenty-six (26) or more pupils assigned to it.
4. Teacher Load - Pre-Kindergarten
- a. Pre-Kindergarten teachers shall receive one 45-minute unassigned preparation time during regular school hours and when their classes do not meet on that designated morning and afternoon during each week. Pre-Kindergarten teachers required to make home visitations shall receive unassigned preparation time during regular school hours and when their classes do not meet, and shall be allowed time during the normal school day for visitations. In order to fulfill the "equitable distribution of duties" requirement found elsewhere in this section, Pre-Kindergarten teachers shall normally only be responsible for supervision of their students' recess periods, and their entry and dismissal from the building.
 - b. The time between the dismissal of students and the beginning of the professional development session shall be considered unassigned preparation time for all Pre-Kindergarten staff members. It is understood

that the preparation time of those pre-Kindergarten teachers assigned to supervising the dismissal of students will be shortened accordingly.

- c. All Pre-Kindergarten teacher duties shall be equitably distributed in time and frequency among all unit personnel except guidance counselors and school psychologists, who shall be exempt from supervisory duties.
 - d. The Westwood School Committee has commenced and will continue to support a program to enlist members of the community to assist with clerical tasks on a regular basis.
 - e. Teachers shall be provided with adequate training and support prior to introduction of or changes to curriculum and assessment programs. Any disputes on this issue may be processed up through Level 2 of the Grievance Procedure described in Article XXI, and every effort will be made by the parties to resolve the matter in these discussions.
5. Department Head and Director Load
- a. Department Heads and Directors may be assigned no more than the following class loads:
 - i. Student Services Department Heads (High School, Middle School, and Elementary), and Athletic Director: no classes.
 - ii. K-12 Director of Performing Arts and Middle/High School Foreign Language Department Head: 0.4 teacher load.
 - iii. 9-12 Guidance Department Head: fifty percent (50%) of the regular counselor load.
 - iv. Middle School and High School Department Heads in English, Mathematics, Science, and Social Studies, as well as the K-12 Art Director, K-12 Wellness Director, and Library and Media Center Director: three (3) Majors or their equivalent.
 - v. The Athletic Director shall receive compensatory time for supervising after-school and evening athletic events. The Athletic Director shall be permitted to work a flex time schedule and receive compensatory time for supervising practices and games outside of the normal school hours.
 - b. Department Heads will have no seminar-room duties.
 - c. Department Heads and Directors shall be responsible for the evaluation of staff members, as set forth in Article XVII (GROWTH AND EVALUATION SYSTEM FOR TEACHERS); developmental supervision of staff members; and departmental operations and curriculum supervision,

as specified in their respective job descriptions and in accordance with the items listed on their respective checklist evaluation forms.

- d. Each Department Head and Director shall serve on any standing or ad hoc curriculum committee involving his or her respective curriculum committee involving his or her respective curriculum area and may be appointed to facilitate the committee, a role which shall include creating agendas and minutes, communicating with committee members, and preparing/distributing materials.
- e. In addition to their other duties listed above, and for the purposes of guaranteeing effective curricular continuity and articulation from level to level throughout the school system, Department Heads and K-12 Directors shall be considered resource and liaison personnel within their curriculum areas with respect to personnel decisions, instructional materials and techniques, budgetary matters, and curriculum issues. With respect to performance of these roles, particular emphasis shall be placed on providing challenging programs, smooth delivery of services, and effective transition for students between grades and from level to level (Elementary, Middle, and High School) within the system.

6. TEACHER RESPONSIBILITIES

- a. The Committee and the Association acknowledge that the teacher's primary responsibility is to teach and that his/her energies should, to the extent possible and practical, be utilized to this end. Therefore, they agree that teachers shall not be required to perform the following duties:
 - i. Drive pupils to and from activities which take place away from the school building. In the event a teacher volunteers to transport students, authorization must be granted by the building principal.
 - ii. Perform duties normally assigned to custodians.
 - iii. Administer drugs or medications to pupils with the exception of a life-threatening medical situation.

ARTICLE X - SPECIALISTS AND SPECIAL TEACHERS

1. Both parties to this Agreement are fully aware of the importance to the system of the presence of special teachers and specially trained personnel to deal with unusual or highly demanding positions.
2. The School Committee will make every effort to see that there are a sufficient number of special teachers and specially trained personnel in the system, especially in the fields of Special Education; Speech; Literary Specialists; and Pupil Personnel Services.

3. The Westwood Teachers' Association, through its contacts with its own members, will note any apparent deficiencies in these regards, and bring them to the attention of the Administration. Both the teachers and the Administrators will exercise constant vigilance in this important regard, not only to ensure adequate facilities, but to identify possible special needs among the students.

ARTICLE XI - SUBSTITUTE TEACHERS

1. In all cases of absence, the teacher involved will put in a request for a substitute as soon as possible using established procedures.
2. The district will maintain a list of viable substitutes.
3. Efforts to find a substitute shall not be terminated until every qualified person on the list has been contacted, or attempts have been made to contact them. The Westwood Public Schools shall carry on a continuous program of recruitment of qualified and available substitutes, in order that a sufficient number shall be available when needed. Whenever substitutes are unavailable, every effort will be made to assign coverage on an equitable basis within each building.
4. On any day when one or more teachers are involved in professional activities during the school day, resulting in there being an insufficient number of substitutes available, thereby necessitating a teacher covering classes other than his or her own, such teachers shall be compensated \$20 for each lost preparation period. This provision shall be applicable to any teacher at the level affected by said curriculum work (Elementary, Middle, or High School).
5. Any teacher who is required to cover a class for an absent colleague, and thereby loses a guaranteed prep period, shall be compensated at the rate of \$20.00 per period.

ARTICLE XII - ANCILLARY SCHOOL PROGRAMS AND SPECIAL ACTIVITY POSITIONS

1. In filling regular and promotional vacancies for ancillary school programs and special activity positions, every effort will be made to recruit from the Westwood Staff where assignments and responsibilities do not conflict.
2. In the operations of the Summer School program, preference shall be given to the employment of regular full-time members of the professional staff of the Westwood Public Schools. In cases where there are more applicants than there are positions, reasonable rotation of applicants will be instituted. Any class in which there are not at least eight (8) students may, at the option of the School Committee, be canceled after one (1) week of operation.
3. Any member of the teaching staff may be retained, at his/her option, for six weeks of work during the summer on any reasonable academic or administrative tasks. The length of the day for this type of assignment shall be seven (7) working hours. Although any person who is needed by the Administration may

be employed, the Administration agrees to maintain, wherever possible, a reasonable rotation of personnel in this type of assignment. The pay for this type of work will be in accordance with summer salary schedules. To fill a normal or promotional vacancy in the ancillary school program every effort will be made to recruit from the Westwood Staff, if assignments and responsibilities do not conflict.

ARTICLE XIII - REDUCTION IN FORCE

It is the prerogative of the School Committee to reduce the staff in accordance with decrease in enrollment, reorganization, budget limitations, or as other circumstances may warrant, and to dismiss teachers to accomplish this end.

1. Procedures

- a. Non-professional status teachers shall be reduced first in accordance with the provisions of the Massachusetts General Laws, provided there is professional status teacher with the current certification as the non-professional status teacher subject to reduction.
- b. After non-professional status teachers are reduced in accordance with (1) above, the teachers in an affected certification area shall be laid off on the basis of qualification.
 - i. The first level of qualification will be determined by the overall summative evaluation rating. Teachers who have been rated “unsatisfactory” for an overall summative rating, will be reduced first. Teachers who have been rated “needs improvement” for an overall summative rating will be reduced next.
 - ii. After considering overall summative ratings, qualifications may be assessed by considering only these factors: dual certification, ratings at the domain level, specialized certifications/credentials.
- c. In the event of equal qualifications between teachers, seniority shall govern.
- d. A teacher currently certified, pursuant to M.G.L. c. 71, §38G, in an area other than the area in which he/she is teaching shall, subject to the provisions of (b) above, be permitted to bump into that certification provided the teacher has taught the subject successfully for at least half a year in Westwood.
- e. Teachers shall be recalled on the same basis as they were laid-off.

2. Seniority

- a. Seniority will be determined as follows:

- i. A teacher's length of service in bargaining Unit A in years, months, and days shall be reckoned from the date the teacher assumes duties in the Westwood School System.
- ii. Long-term substitute service immediately followed by an appointment to a permanent position shall be credited toward seniority.
- iii. Leaves of Absence shall not be considered a break in continuous service; only Leaves of Absence for which salary is granted shall be counted toward seniority.
- iv. Upon re-employment after resignation, teachers with previous experience in the Westwood School System shall receive seniority credit for their previous period of employment.
- v. Ties in length of service shall be resolved by lottery.

3. Seniority List

- a. The Seniority List shall be prepared by the School Committee and provided to the Association no later than April 1st of each school year.

4. Certification

- a. "Certification" or "certified" as used in this Article means those areas of certification (licensure) recognized by the Department of Elementary and Secondary Education pursuant to M.G.L. c. 71, §38G.

5. Qualification

- a. "Qualification" or "qualified" as used in this Article means indicators of job performance, including overall evaluation ratings conducted pursuant to Article XVII (Growth and Evaluation System for Teachers) and as outlined in 1.B above.

6. Layoff

- a. Layoff shall mean unpaid leave of absence for a period of no more than two (2) years from and pursuant to a reduction in force.
- b. Notification
 - i. When a reduction in force is to take place, the Committee shall give thirty (30) days' written notice to the affected teacher and shall include the reason for the reduction.

7. Recall

- a. "Recall" as used in this Article shall mean the right to return to service during the twenty-four (24) month layoff period based upon the same criteria as the reduction. The twenty-four (24) month recall shall extend to September 1st following the expiration of the twenty-four (24) month contractual period. Any teacher so recalled will be entitled to all previous recorded benefits and placed on the salary schedule appropriate to his/her service and approved category.
- b. A list of all teachers in recall status shall be maintained by the Committee and forwarded to the Association by October 15th for each school year. The list shall contain the names of all teachers on recall according to their status. An updated list shall be forwarded within ten (10) school days of any change.

8. Fallback

- a. Any member of Unit A or Unit B who is currently a member of one of those bargaining units shall have the total sum of his/her years of service in said units applicable as credit towards placement on the Unit A Seniority List described in Section 3 of this Article.
- b. Any individual presently employed by the Westwood Public Schools, who was formerly a member of bargaining Unit A or B and who is not now a member of those bargaining Units, shall have the sum of his/her years of service in both Unit A and B applicable as credit towards placement on the Unit A Seniority List described in Section 3 of this Article.

ARTICLE XIV - PROFESSIONAL VACANCIES AND TRANSFERS

1. Vacancies

- a. When a position becomes vacant during the course of a school year, the Committee shall either fill the position for the remainder of the school year in accordance with the substitute policies adopted by the Committee on April 14, 1988, or through election of a regular teacher. In no event shall the position be filled by a per diem substitute for more than twenty (20) consecutive work days.
 - b. A position which becomes vacant during the course of a school year shall be filled in the subsequent school year with a regular teacher, provided that the position has not been impacted as a result of the application of the provisions of Article XIII, REDUCTION IN FORCE. For the purposes of this Article and this Agreement, a permanent vacancy shall be any vacancy resulting from the termination of employment due to death, resignation, retirement, or discharge.
2. Whenever a professional vacancy occurs within the system, the Superintendent will publicize the existence of the vacancy as soon as it is definitely established. The notification will contain the title of the position to be filled, the job

description, the qualifications required of applicants, and the salary to be attached to the position. The posting of any such position shall occur online for a minimum of ten (10) days. The Association waives the posting requirement for all Unit A positions during the week before school opens in the fall.

3. In order to find the best possible person for a professional vacancy, qualified candidates from within and without the school system will be accepted on an equal opportunity basis. Meritorious service in Westwood will be recognized and promotion from within fostered through training opportunities. An appointment policy will be maintained that will encourage the application of qualified Westwood personnel and attract outside applicants of outstanding ability.
4. No person shall be denied a position for which he/she has applied because of his/her proficiency in a position already held since this policy tends, in the long run, to drive talented and able individuals from the system.
5. Any member of the professional staff may inform the Administration of a desire to change grade level or subject area and, if the applicant is qualified, the Administration agrees to consider such requests when the opportunity arises.
6. All projected professional vacancies will be announced and posted online whenever possible and as circumstances allow. However, each teacher may notify the Superintendent's Office of interest in a specific position at any time.

ARTICLE XV - TEACHERS' DAY AND YEAR

1. A teachers' day and year includes those duties, assignments, and activities which deal directly or indirectly with the formal education of school age children. These duties include planning and preparation for learning; classroom management and supervision of students; delivery of instruction; monitoring, assessment, and follow-up; family and community outreach; and professional responsibilities including collaboration with fellow professionals.
2. Teachers are expected to be in attendance for a seven (7) hour work day. Elementary teachers will be in attendance for fifteen (15) minutes before and fifteen (15) minutes after the academic work day. High School and Middle School teachers will be in attendance for at least ten (10) minutes before and ten (10) minutes after the academic work day. The normal workday for teachers and other staff members, as defined above, shall not exceed seven (7) consecutive hours, except to fulfill the requirements for staff development activities outlined in Section 6 of Article XVIII (PROFESSIONAL DEVELOPMENT AND IMPROVEMENT).
3. Teachers of special subjects will be required to meet with classes beginning the first day of school whenever feasible. The parties agree that specialists shall have a schedule that provides a minimum of five (5) minutes between classes to the extent possible. When such schedule cannot be instituted, the teacher may request a meeting to discuss same with the Principal and Department Chair, and

with the presence of a representative of the WTA. At such meeting, the Principal will review the reasons for the inability to arrange the schedule in order to provide the five (5) minutes between classes. If the results of said meeting are not satisfactory to the teacher, a meeting will be scheduled with the Superintendent and all other participants, including a WTA representative, for further discussion on the reasons that the schedule cannot be so implemented. The outcome of such meetings shall not be subject to Levels Three and Four of the Grievance Procedure (Article XXI).

4. After-School Meetings

- a. In addition to the normal workday and the staff development activities outlined in Section 7 of this Article, members of the staff agree to participate in necessary professional activities involving a reasonable amount of time before and/or after school.
 - b. All staff members in each building shall be required to attend the traditional fall evening Open House. Principals may excuse staff members from said Open House for good cause. No staff member shall be required to attend more than one evening Open House per year.
 - c. Any Unit A staff member whose duties normally require attendance at evening meetings or seminars in excess of those described in clause b above and Section 7 of this Article shall receive compensatory time.
 - d. In order to attend building and department meetings or participate in committee assignments, staff members may be required to remain after the end of the normal workday without additional compensation for not more than two (2) meetings per month, each of duration of not more than one-half ($\frac{1}{2}$) hour beyond the normal workday, or one (1) meeting per month extending not more than 1 hour beyond the regular workday. In case of emergency, this number may be increased at the discretion of the Administration. Notice to the affected staff members, together with an agenda, shall be given for any meeting expected to last beyond the end of the teacher's normal workday. Such notice shall be given at least three (3) school days in advance of such a meeting, except in the case of an emergency. Principals may excuse staff members from all or part of any such meeting for good cause.
 - e. No staff member, with the exception of Department Chairpersons and Directors, shall be required to participate in more than one (1) committee assignment per year.
5. The beginning and end dates of the normal teacher's contract shall not exceed ten (10) months, except to fulfill State law, and may commence on the Monday preceding Labor Day. In the event that teachers' work year starts prior to Labor Day, the Friday preceding Labor Day will remain a non-school day. The work year shall consist of 184 days. Whenever the teachers' work year exceeds that total, teachers shall be compensated on a pro rata basis based on their existing

contracts. No teachers will be required to attend school-sponsored in-service training, seminars, workshops, or other teacher training programs during the Winter, February, and Spring vacation periods. The first two (2) days of the teachers' work year shall be set aside primarily for staff preparation.

6. Overnight School shall be voluntary and not considered part of the regular school day or year.

7. Parent-Teacher Conferences

a. PreK/Elementary Parent-Teacher Conferences

- i. Traditionally, classroom teachers at the PreK/Elementary level have scheduled two (2) parent-teacher conferences per student per year, one in the fall and one in the spring, and others when so indicated by the parent and/or teacher. It is the intent of the Westwood School Committee and the Westwood Teachers' Association that this professional practice continue. Teachers will make every effort to schedule parent-teacher conferences at times that are reasonably and mutually convenient to the individual parent or teacher.
- ii. It is the intent of the Westwood School Committee and the Westwood Teachers' Association to set aside four (4) staff development Wednesdays for the purpose of facilitating Elementary parent-teacher conferences. On these four (4) Wednesdays, elementary classroom teachers and special educators shall be required to be present from 1:00pm-4:00pm to hold scheduled parent-teacher conferences. Classroom teachers and special educators in each building shall be required to hold one (1) evening parent-teacher conference in the fall and one (1) in the spring on dates scheduled by the Administration. On these evenings, PreK/Elementary classroom teachers and special educators shall be required to be in attendance from 5:00pm-7:00pm or 6:00pm-8:00pm to meet with parents. However, in the event a PreK/Elementary staff person is assigned to more than one school, under no circumstances shall that person be required to attend more than two parent-teacher conference nights per year. PreK/Elementary classroom teachers and special educators will be compensated for their participation in the evening conference date by being released at the normal time students are dismissed on two staff development days during the year.
- iii. During the evening conferences in the fall and spring, Elementary specialist teachers (library, PE, art, performing arts), literacy, and math specialists will be available during evening conferences from 5:00pm-7:00pm or 6:00pm-8:00pm to meet with parents. Parents will be notified of the specialists' availability. On all other afternoon conference days, these specialist teachers will be required

to participate in professional development activities/meetings. Elementary and math specialist teachers will be compensated for their participation in the evening conference dates by being released at the normal time students are dismissed on two (2) staff development afternoons during the year.

b. Middle School Parent-Teacher Conferences

- i. It is also the intent of the Westwood School Committee and the Westwood Teachers' Association to provide an opportunity for parents to schedule one parent-teacher conference with core academic teachers (English Language Arts, math, social studies, science, and foreign language) and special education teachers in the fall. These parent-teacher conferences will be held on three (3) afternoons and one (1) evening on a date scheduled by the administration. Core academic teachers and special education teachers are required to be present for each scheduled conference. Core academic teachers and special educators shall be compensated for their evening conference time by being released at the normal time students are dismissed on one (1) staff development afternoon during the year.
- ii. On one (1) afternoon during the year, Middle School specialist teachers (library, PE/Wellness, art, performing arts, CACE) shall be required to be present to hold scheduled parent-teacher conferences. On the other afternoons during which classroom teachers hold conferences, Middle School specialist teachers will be required to participate in professional development activities/meetings. Middle School specialist teachers shall also be required to be in attendance to hold parent-teacher conferences on one (1) evening date scheduled by the administration. Middle School specialist teachers will be compensated for their participation in the evening conference date by being released at the normal time students are dismissed on one (1) staff development afternoon during the year.

c. High School Parent-Teacher Conferences

- i. It is also the intent of the Westwood School Committee and the Westwood Teachers' Association to provide parents the opportunity to schedule one (1) parent-teacher conference with each teacher during the school year on a date to be scheduled by the Administration and lasting for a two-hour period. All High School teachers shall be required to be in attendance for the evening parent-teacher conferences. However, in the event any staff person is assigned to more than one school, under no circumstances shall that person be required to attend more than one (1) evening parent-teacher conference per year. Teachers will be compensated for their participation in the evening conference

date by being released at the normal time students are dismissed on one (1) staff development afternoon during the year.

8. Class and Assignment Lists for Teachers

- a. Every effort will be made to submit a class and assignment list for the following year to teachers before they leave school in June. The Administration will be guided by the interests and talents of the individual teachers in the relevancy and assignment of professional activities.

9. Duty-Free Lunch

- a. Every possible effort will be made at all levels and in all buildings in the system to provide each staff member with a thirty-minute duty-free period. In buildings where it is necessary, teacher aides will be used as part of this effort. Assignment and scheduling procedures will be such as to assure that this time is available between 10:25am and 1:00pm.

ARTICLE XVI - INSTRUCTIONAL MATERIALS

1. The teaching staff, in cooperation with the Administration, will play an active role in assuring the superior quality of instructional materials and texts.
2. Teachers shall be reimbursed for out-of-pocket expenditures related to instructional expenses, if such expenditures are pre-approved in writing. In no event shall a staff member be required to purchase materials necessary for a program's implementation or continuation. All instructional materials and equipment shall be equitably distributed within buildings upon reasonable and timely request.

ARTICLE XVII - GROWTH AND EVALUATION SYSTEM FOR TEACHERS

1. Purpose and Definitions

- a. It is agreed by the Association and the School Committee that Westwood Public Schools are committed to: ensuring that education professionals hold high learning expectations for all students and employing effective techniques so that students meet those expectations; providing a culture where professional growth and evaluation are inseparable aspects of the educational practice; and ensuring that education professionals have a common understanding of high quality educational practices and the language to discuss these practices. To those ends, the assessment of professional performance will be done: in accordance with the goals of the School System and accepted professional standards, as defined by the State and the district; and towards the creation of a record of facts and assessments for personnel decisions.

- b. All observation forms and evaluation instruments shall be prepared jointly by the Association and the Administration. Existing rubrics, forms and procedures are documented in the Westwood Public Schools Professional Growth & Evaluation Manual, which is posted online and accessible to all members and evaluators. The manual is hereby incorporated into this Agreement by reference.
- c. The evaluation procedure must comply with current state regulations. If, over the length of this Contractual Agreement, the evaluation procedure, forms and/or rubrics must be modified to ensure compliance, changes shall be made by mutual consent of the parties through the work of a sub-committee, with representation appointed by both administration and the WTA. Changes may also be made if there is agreement between the administration and the WTA that such changes need to be made. The process will remain as stated earlier in this paragraph. Since these evaluation ends can best be served by a constant and uniform procedure, the evaluation system described below is hereby adopted.
 - i. No person evaluated under this system shall be discriminated against because of length of service or because of race, creed, nationality, religion, gender, marital status, age, political affiliation, sexual orientation, or handicaps as provided by law.
 - ii. "Evaluators" shall include any of the following administrators: Principal, Assistant Principal, High School Department Head, Middle School Department Head, Middle School Student Services Department Head, Elementary Student Services Department Head, K-12 Director, and Central Office administrative staff as designated by the Superintendent of Schools. The Principal or evaluator of record shall countersign the evaluations prepared by other evaluators.
 - iii. It is a primary professional responsibility of all administrators serving as evaluators to be "educational leaders" who specifically understand what constitutes "good teaching" and professional performance, are able to articulate the components of each, know what is occurring in individual classrooms, and ask of the teaching and professional staff the fundamental questions about goals of educators and how these ends can most effectively be achieved. For the purpose of this evaluation process, "expertise" on the part of the Department Head/Director shall be defined as certification in at least one subject area in which the Department Head/Director supervises. It is also agreed that the Department Head/Director shall be a regular employee of the School System. The Superintendent shall be responsible for ensuring that all evaluators receive training in the principles of supervision and evaluation.
 - iv. While the evaluation system enables administrators to make sound decisions about the effectiveness of teacher and staff performance,

it should be understood that the fundamental purpose of the system is to provide a framework for developing a formative or helping relationship between the evaluator(s) and the evaluatee.

- v. Because the purpose of the evaluation system is to improve instruction and student learning, honest, candid communication between the evaluator and evaluatee with respect to strengths, areas in need of development, and specific action-oriented suggestions for improvement are essential.

All evaluations are based on 1) multiple measures of student learning including measures of progress on classroom assessments that align with Massachusetts Curriculum Frameworks, measures of student progress on learning goals, statewide growth measures where available, common assessments, and other contributions to student learning, growth and achievement; 2) judgments based on observations and artifacts of professional practices, including unannounced observations of practice of any duration; and 3) evidence of fulfillment of professional responsibilities and outreach to families, student feedback and any other relevant information.

- vi. Evaluators will not conduct unannounced or full observations during J-term, unless invited to do so by the educator.
- vii. Each observation and evaluation report shall be signed by both the evaluatee and evaluator. The evaluatee's signature on any written report indicates knowledge of the report and does not imply consent or agreement. The educator may submit a written addendum, indicating either agreement or disagreement, to any report. Furthermore, any educator dissatisfied with his or her evaluation shall be entitled to meet with the Superintendent to discuss the evaluation.
- viii. A copy of all observation and evaluation reports shall be given to the educator who has been evaluated. Notes taken by the evaluator(s) during the observation process, not included in the written post-observation report or final evaluation report signed by both parties, shall not be admissible in any legal proceeding.
- ix. Any educator evaluated under this provision may seek representation and assistance from the Association at any step of the evaluation process, and grievances filed with respect to procedural issues arising out of the evaluations shall be deemed proper. An educator with professional teacher status may also grieve the substance of his/her evaluations when such evaluations result in dismissal, demotion, suspension, and/or the withholding of a salary increment.

2. Personnel Files

- a. The building Principal(s) and the Superintendent have the right to maintain personnel files. All written records concerning staff members shall be kept in the aforementioned personnel files. Each educator may examine his or her own personnel files at any time, and may instruct the Principal or Superintendent in writing to make copies available to any designated person. The file itself may not be removed from either the Principal's or the Superintendent's office. This particular provision shall be subject to the requirements of the Grievance Procedure found in Article XXI, Section 8(d) and (f).
- b. It is understood that all notes, observation, and evaluation reports shall be handled by the evaluator(s) with maximum regard for professional confidentiality. Only the evaluating administrator's administrative assistant and the Superintendent's Executive Secretary shall assist the evaluator(s) in writing, photocopying, or filing any documents associated with the evaluation process.

3. Westwood Professional Growth & Evaluation Manual

- a. The Westwood Professional Growth & Evaluation Manual outlines all aspects of the evaluation process including instruments (professional performance rubrics), forms, and deadlines. For complete information on this process, refer to said manual.
- b. A complete hard copy of this manual shall be given to the Superintendent and the president of the Association. For others, the entire manual can be accessed online at the district website.
- c. A Notice of Concern can be issued to an educator when his/her evaluator has concerns about a pattern of behavior/events related to an educator's performance or a one-time event that shows a serious lack of judgment on the educators' part. For further information on such notice, refer to the Professional Growth & Evaluation Manual.
- d. An educator shall be moved from a Growth Plan to an Improvement Plan when his/her evaluator has significant concerns about an aspect of the educator's performance. The movement to an Improvement Plan may occur during the Mid-Cycle Review process, during the Final Meeting, or as a result of a Notice of Concern. For more information on an Improvement Plan, refer to the Professional Growth & Evaluation Manual.

ARTICLE XVIII - PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

1. Purpose

- a. The Association and the School Committee agree that programs and activities aimed at professional development and improvement of staff members represent high priorities for the Westwood Public Schools. Furthermore, the School Committee affirms its obligation to provide a no-cost option for teacher and other staff recertification, as provided by law.

2. Professional Development

- a. The parties agree to the creation of a Professional Development Council which shall be composed of equal numbers of members appointed by the Superintendent and the President of the Association. Efforts will be made by the parties to insure representation of each school on this Council and cooperative planning involving administrators and the professional staff.
- b. The Professional Development Council shall be responsible for surveying staff members about professional development needs in all subject and professional areas. It shall also create a district-wide professional development plan for the entire certified staff and update it on an annual basis. Furthermore, it shall coordinate district-sponsored or on-site courses, workshops, seminars, meetings, and other activities associated with professional development and improvement. The Superintendent shall publish the professional development calendar at the start of the school year.

3. Professional Courses

- a. A limitation, generally of a one (1) three-credit professional course, shall be made for beginning teachers, and two (2) courses per semester for experienced teachers.

4. Course Reimbursement

- a. The Committee shall provide \$60,000 for the reimbursement of tuition expenses incurred by teachers. Teachers shall be reimbursed for up to \$600 per course for completing courses approved in advance by the Superintendent as being related to the educational mission of the Westwood Schools, provided they attain a grade of B or better. Teachers without a Master's degree may be reimbursed for up to three (3) courses per year. Teachers with a Master's degree or higher may be reimbursed for up to two (2) courses per year. The total funds available in each year shall be tentatively allocated $\frac{1}{3}$ summer, $\frac{1}{3}$ fall, $\frac{1}{3}$ winter, subject to actual usage patterns, and distributed on a pro-rata basis as requests exceed \$20,000 per reimbursement cycle.
- b. Course approval forms must be submitted and accepted before the course begins. Copies of this form will go to the applicant, Central Office, and the WTA.

- c. Course reimbursement forms must be submitted to Central Office, along with documentation of grade and payment, by:
 - i. Summer: October 1
 - ii. Fall: March 1
 - iii. Spring: June 15
- d. Copies of this form will be provided to recipient, Central Office, and the WTA. Failure to meet the requirements of course approval and submission deadlines may negate reimbursement.

5. Course Vouchers

- a. The Superintendent shall publish for all staff members a list of all vouchers received by and in possession of the School System, and shall provide staff members five (5) school days to apply for them. Vouchers shall be fairly and equitably distributed among staff members; if the number of staff members applying for vouchers outnumbers those available, a lottery shall be conducted. In the case of student teaching vouchers, cooperating teachers shall be entitled to said vouchers and may exchange them through the Superintendent's Office. If two or more staff members claim the same student teaching voucher, a lottery shall be employed. In the event a student teaching voucher remains unused after one (1) year, it shall be offered to other staff members by the method outlined above.

6. Staff Development

- a. Preamble: The Association and the School Committee agree the primary goals of the System's staff development program shall be the improvement of curriculum and instructional and other professional skills in order to increase student achievement. Furthermore, the parties agree these goals shall be accomplished through cooperative planning between staff and Administration.
- b. Time for staff development shall take place on alternate Wednesdays during the work year. In addition to the aforementioned Wednesdays, one (1) of the one-hundred eighty four (184) days comprising the work year as defined in Section 5 of Article XV (Teachers' Day and Year) shall be set aside for further staff development.
- c. The following rules shall prevail with respect to the System's staff development program:
 - i. Staff development activities take place on designated Wednesday afternoons. On staff development Wednesdays and parent-teacher

conferences afternoons, a half-hour may be added to the work day. Teacher attendance at Wednesday staff development is mandatory.

- ii. On the one (1) full-day of staff development activities to take place during a work week of a work year, teachers shall be required to be in attendance and the work day shall not exceed 8 hours, inclusive of a 30-minute lunch break.
 - iii. Staff development shall begin on the first Wednesday of each work year with administrative meetings scheduled for that day. Except for an organizational meeting with building principals, the traditional first day for teachers shall be reserved for classroom preparation and other activities normally associated with the opening of school.
- d. A staff member shall not normally be required to attend a staff development session unrelated to his/her position within the school system. A staff member whose professional development needs are not addressed during the regularly scheduled sessions (hereafter referred to as a "low incidence staff") shall be required to create and carry out a specialized plan. This process may be accomplished either individually or with other low incidence staff members within the same department or assigned to similar tasks.

7. On-Site Staff Development Courses

- a. In order to provide increased intellectual stimulation for staff members, improve their professional and personal well-being, and further their acquisition of content and instructional skills, the School Committee shall establish a system for awarding professional development "units" for staff development courses that shall be offered at the end of the regular workday and during staff development time. Each "unit" shall be defined as ten (10) hours of instructional activity, with three (3) "units" being equivalent to one (1) graduate credit for the purpose of placement on the salary schedule. The expense for these units shall be borne by the School Committee. For purposes of teacher or staff recertification, one (1) hour of instruction shall be considered to constitute one (1) professional development point.
- b. The Westwood Public Schools will offer a minimum of two (2) three-credit district-sponsored courses per school year as provided in Article III, Section 3. One (1) district-sponsored credit shall be equivalent to one (1) graduate credit for the purposes of credit accumulation toward higher salary status.

8. Other Professional Development Opportunities

- a. For information on Master's+30 course requirements and curriculum development projects, please refer to Article III (SALARY AND OTHER

COMPENSATIONS), Sections 3 and 10, respectively; for career exploration leaves refer to Article XIX (LEAVES OF ABSENCE), Section 5a; and for sabbatical leaves refer to Article XX (SABBATICAL LEAVE: EXPLANATION & PROCEDURE).

9. Mentoring and Mentor Leaders

- a. Positions for mentors and mentor leaders shall be posted and appointments shall be for a one-year period. At the end of the school year, the appointment will automatically end unless the district, mentor, and mentee agree to continue it for a subsequent school year.
- b. It is recognized that fulfillment of duties and responsibilities of a mentor or mentor leader will involve use of the teachers' preparation time, lunch time, and after school time. Any release time for mentoring functions shall be subject to the approval of the principal.
- c. Any evaluation of the mentor's participation and duties will not be part of that member's official personnel file, but may only be utilized in conjunction with the participants of this program for analysis of its efficacy. In addition, any member who volunteers, and is selected to be a mentor, shall not be evaluated, either formally or informally, on the basis of any professional conduct or comments, either written or oral, presented as part of this program, regarding any new teacher in the mentor program.
- d. Any teacher who has completed mentor training and is assigned a mentee will be compensated accordingly:
 - i. Mentors who provide mentor training to a **first year** teacher will receive a \$600 stipend; \$300 to be paid in January of said year, and \$300 to be paid in May of said year.
 - ii. Mentors who provide mentor training to a **second year** teacher will receive a \$500 stipend; \$250 to be paid in January of said year, and \$250 to be paid in May of said year.
 - iii. Mentors who provide mentor training to a **third year** teacher will receive a \$400 stipend; \$200 to be paid in January of said year, and \$200 to be paid in May of said year.
 - iv. Mentor Leaders will be compensated with a \$540 annual stipend; \$270 to be paid in January of said year, and \$270 to be paid in May of said year.
 - v. Teachers who mentor more than one mentee will receive the relevant stipend for each mentee.

10. Interns

- a. Teachers who agree to supervise a student (graduate) intern will receive a yearly stipend of \$350.

ARTICLE XIX - LEAVES OF ABSENCE

1. Sick Leave

- a. Each full-time member of the professional staff of the Westwood Public Schools shall be credited with 15 days' absence from school duties annually without loss of salary if occasioned by personal illness. Said fifteen (15) days' entitlement shall be as of the first day of the school year and proportionately as to the employees beginning during the work year. Unused leave may accumulate with no limitation.
- b. Situations involving absence more than the accumulated sick leave may be given special consideration by the Superintendent and the School Committee with particular attention to length of service.
- c. Sick leave, in addition to personal illness, shall include absence because of sickness on the part of a close relation: mother, father, husband, wife, children, or permanent member of the immediate household.
- d. Only recorded accumulated sick leave officially credited to each teacher as of August 31, in any given year, will be applied to the teacher's total accumulation. No other unrecorded accumulation will apply. A medical certificate or other suitable evidence may be required for any and all absences.

2. Sick Leave Bank

- a. A Sick Leave Bank, for use by eligible members of the professional staff covered by this Agreement, who have exhausted their own sick leave and who have serious illness, shall be established.
- b. Members of the professional staff covered by this Agreement may each contribute one (1) of the annual fifteen (15) days of their sick leave in order to fund the Bank. The Bank shall be maintained at no less than fifty (50) days.
- c. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty (20) days.
- d. Upon completion of the initial twenty (20) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant, according to the following:
 - i. The period of entitlement may be extended to reach the minimum number of days required to qualify for long-term disability

coverage. However, the total period of entitlement shall not exceed sixty-five (65) school days per certified disability.

- ii. The period of entitlement shall not extend beyond the end of a school year, except as necessary to reach the minimum number of days required to qualify for long-term disability. Otherwise, sick leave bank benefits shall be limited to the school year in which the disability commenced.
- e. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six (6) members. Three (3) members shall be designated by the Superintendent to serve at his/her discretion and three (3) members shall be designated by the Association. The Sick Leave Bank shall determine the eligibility for the use of the Bank and the amount of leave to be granted.
- f. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank in its determination of eligibility and amount of leave:
 - i. Adequate medical evidence of serious illness shall be presented.
 - ii. Prior utilization of all eligible sick leave shall have occurred.
 - iii. Length of service in the Westwood Public School System may be considered.
 - iv. Propriety of use of previous sick leave may be considered.
 - v. The Committee may require that Sick Leave be repaid to the Bank.
 - vi. The Committee shall not discriminate against any staff member with respect to pregnancy-related disabilities.
- g. The Sick Leave Bank Committee shall respond in writing to the applicant within twenty-one (21) days of receiving a request.
- h. When the Sick Leave Bank is reduced to fifty (50) days, it shall be renewed by contribution of one (1) additional day of sick leave from each member of the professional staff covered by this Agreement. Such additional day will be deducted from each member's annual fifteen (15) days of sick leave. During the periods when contributions to the Sick Leave Bank are accepted, a one day maximum per member will be allowed.
- i. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the Capital Bank.
- j. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and non subject to appeal.

3. Parental Leave of Absence

- a. Upon appropriate notice, a bargaining unit employee who is eligible under the Massachusetts Parental Leave Act (MPLA) and/or Family Medical Leave Act (FMLA), shall be granted an unpaid leave of absence for any purpose related to the actual or prospective rearing of a newly born or newly adopted child.
 - i. An employee is eligible for up to eight (8) weeks of unpaid leave under the MPLA if she or he has completed at least three (3) consecutive months as a bargaining unit employee.
 - ii. An employee is eligible for up to twelve (12) weeks of unpaid leave under the FMLA if she or he has worked at least 1,250 hours during the twelve months immediately preceding the leave.
 - iii. Parental leave under the MPLA and FMLA will run concurrently whenever possible; however, leave taken due to medical complications from pregnancy may be designated as FMLA leave, where MPLA leave commences upon the birth or adoption of the child.
 - iv. If two eligible employees want to take parental leave for the same child, the employees are only eligible for up to 8 weeks (MPLA) or 12 weeks (FMLA) in total between the two employees.
 - v. During any MPLA or FMLA parental leave, the District will continue to pay its portion of the teacher's health insurance.
 - vi. During a parental leave of absence granted under MPLA, the employee may be paid by applying sick leave benefits for certified disability resulting from childbearing and/or childbirth and recovery therefrom during the period of leave. Appropriate medical certification must be provided in a timely fashion.
 - vii. Non-birth parent may use up to five (5) sick days for an arrival of a child.
 - viii. A paid leave of absence not to exceed thirty-five (35) school days, to be deducted from accumulated sick leave, will be granted to a teacher for the purpose of attending to the adoption of his/her child. In the event that both adoptive parents are employees of the school district, then the thirty-five days will be the total for both parents. This leave shall run concurrently with the state statutory leave for any time following the adoption of a child.
- b. Employee Notice

- i. After an employee learns she or he is expecting a child or will be adopting a child, and anticipates taking leave, the employee shall notify the Superintendent and Principal in writing as soon as practicable, but no less than 30 days prior to the anticipated leave (unless conditions beyond the employee's control necessitate shorter notice). The employee shall also provide the anticipated date of return.
 - ii. All requests for leave under this Section are irrevocable except that in unusual situations, such as infant death, miscarriage, or cancelled adoption, a teacher may make a written request for reinstatement prior to the previously-established date for the end of the leave period. The Superintendent may require the teacher to return on the first day of the marking period following said notification.
- c. Extended Parental Leave of Absence
- i. An extended unpaid leave of absence for the purpose of child rearing immediately following a parental leave shall be granted to any teacher who has served in a bargaining unit position for at least three (3) years and has attained professional teacher status. Employees requesting an extended parental leave of absence must request said leave at least four (4) weeks prior to the start of the extended leave, indicate the length of the requested leave of absence, and include the intended date of return.
 - 1. Under no circumstances may the extended leave affect more than two school years. For example, if an employee goes on extended parental leave beginning in April 2017 (2016-2017), he or she may continue on extended leave throughout the 2017-2018 school year, but the leave shall not continue into any part of the 2018-2019 school year.
 - 2. Initial requests for an extended child rearing leave that will commence at the start of the following school year must be submitted by June 1st.
 - 3. A teacher who has already been granted a year's extended leave of absence for the purpose of child rearing, and who wishes to extend that leave to a second school year, must notify the Superintendent by March 15 preceding commencement of the second school year.
 - 4. A teacher returning to the school system from an extended parental leave must return at the beginning of the school year, unless he or she is granted permission to return at another time by the Superintendent.

5. Employees will not be entitled to sick leave benefits for any other illness and/or disabilities incurred while on an extended unpaid leave of absence.
6. In order for entitlement to sick leave benefits to apply for certified disability for childbirth and recovery therefrom in connection with additional siblings, the employee must first return to active service and be granted parental leave according to Section 3a above.

d. Notice of Return

- i. When requesting a parental leave of absence of any duration, the employee must indicate the intended date of return. He or she must notify the Superintendent, in writing, at least four (4) weeks prior to the expiration of the leave of his/her intention to return to work. In the case of an extended parental leave of absence, employees must notify the Superintendent in writing by March 15 of their intention to return to service the following school year. An employee who fails to so notify the Superintendent in writing, or who does not furnish said written notice, but fails to so notify the Superintendent in writing, or who does not furnish said written notice, but fails to return to duty at the expiration of the leave without good reason, shall be deemed absent without leave, and the School Committee's obligation to provide a position for said employee shall cease.

4. Other Short-Term Leave

- a. Bereavement: Bereavement Leave may be granted not to exceed three (3) days without the loss of pay and in addition to any other leave. This applies to the death of a parent, sibling, spouse, child, grandchild, grandparent, domestic partner, in-law, stepparent, stepchild, or a permanent member of the immediate household. One day leave without loss of pay shall be granted for a teacher to attend the funeral of another family member. Extensions will be granted in extenuating circumstances, with additional days to be taken from accumulated sick leave.
- b. Religious Observance: Each regular employee can be granted up to three (3) days absence from school days without loss of salary for observance of religious holidays not regularly included in the school holiday schedule. That leave, if taken, will be charged to personal leave, exclusive of the requirements set forth in Section C below (Personal Leave). Reasonable advance notice to the individual's immediate supervisor is a prerequisite to the granting of leave for religious observance.
- c. Personal Leave: Each permanent employee may be granted three (3) days of absence from school days for personal reasons with no loss of pay.

Unused personal days will be credited to the teacher's accumulated sick leave.

- i. Employees are expected to notify their immediate supervisor at least forty-eight (48) hours in advance for such leave to ensure no loss of salary.
 - ii. Personal Leave will not be granted on the day or successive days immediately preceding or immediately following a holiday or vacation period, personal absence, or on a Monday or Friday separated from a holiday period by a weekend or during the first ten (10) or last ten (10) school days of a school year.
 - iii. Exceptions may be granted when the Superintendent deems that unexpected circumstances warrant the granting of personal leave normally not allowed.
 - iv. First-year teachers in Westwood will become eligible for one (1) personal day after the first forty-five (45) school days, a second personal day after ninety (90) school days, and a third personal day after 135 school days.
 - v. Personal Leave will not be granted when the number of requests closes the school or hampers the operation of the building.
- d. Court Appearances: Any member of the staff who is required by law to attend any legal proceeding connected with the teacher's employment or within the School System shall be granted time necessary with pay.
 - e. Jury Duty: Staff members called to jury duty shall not suffer loss of pay.
 - f. Other Leave: Leave, paid or unpaid, other than stated within the contract will not be granted for planned events or activities, unless specifically authorized by the Superintendent.

5. Other Long-Term Absences

- a. Career Exploration
 - i. A teacher may apply for and may be granted a leave of absence without pay for a period of one (1) or two (2) years for the purpose of exploring an alternative career or teaching opportunities. The request for approval shall not be unreasonably withheld. However, no staff member shall be granted more than two (2) consecutive work years of career exploration leave, nor shall career exploration leave be granted for the work year following the completion of any other form of non-paid extended leave allowed under this Agreement. All leaves granted under this Section are irrevocable.

- ii. A teacher who desires such a leave of absence shall apply in writing to the School Committee no later than March 15 of the school year preceding the school year in which the teacher desires to take the leave of absence.

b. Substance Abuse Program

- i. Alcoholism and drug abuse are recognized by the Committee and the Association to be treatable illnesses. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this Contractual Agreement, the Committee and the Association agrees to cooperate in encouraging staff members afflicted with alcoholism and/or drug abuse to undergo a program designed to rehabilitate them.
- ii. If the staff member refuses to avail himself or herself of assistance, and alcoholism or drug abuse impairs work performance, attendance, conduct, or reliability, discipline may result.

c. Worker's Compensation

- i. An employee who incurs a job-related illness or injury shall promptly file a written report of such illness or injury with his or her supervisor. An employee who is injured in the course of employment and who is sent home or to a medical facility shall receive pay for the balance of the day of the injury. Time lost during statutory waiting periods (five [5] days), in which no Workers' Compensation weekly disability benefits are permissible may be paid by applying accrued sick leave.
- ii. Time lost after statutory waiting periods have been satisfied shall be paid as provided under the Massachusetts Workers' Compensation Law (currently 60%). Employees may elect to use partial accrued sick leave days (40%) to supplement Workers' Compensation weekly disability benefits to the extent total compensation received does not exceed their regular pay.
- iii. In order to have portions of unused sick leave re-credited to the employee's account, the Workers' Compensation disability check (not including those payments made to reimburse for medical benefits) must be endorsed to the Town of Westwood.

6. Rights on Return to Service and Benefits

- a. An employee returning to work after an absence prescribed above shall be restored to the same position with the same status as of the date of his/her leave, unless the position has been impacted by Article XIII, REDUCTION IN FORCE.

- b. All other benefits to which the employee was entitled at the time the Leave of Absence commenced, including any unused sick leave, shall be restored upon return to service. Only Leaves of Absence for which salary is granted shall be counted towards seniority and step advancement on the salary scale.
- c. Any employee returning from a Leave of Absence in any year following the one in which the leave was taken shall be advanced to the next step on the salary schedule, subject to the provisions set forth in Article III, Section 2 of this agreement.

ARTICLE XX - SABBATICAL LEAVE: EXPLANATION AND PROCEDURE

1. Purpose

- a. The salary schedule of the Westwood Public Schools is designed to recognize successful service and encourage continuous professional growth and study. In addition to the basic schedule, the School Committee has instituted an educational leave policy to enable faculty members to take advantage of opportunities for professional study, travel, or research which will benefit both the individual and the school system. Sabbatical Leave may not be granted solely for advanced degrees unless residence is required, or if the university is such a distance that travel would be a hardship.

2. Type of Approved Study, Travel, or Research

- a. Approved Study: By Approved Study is meant:
 - i. Study made possible through a foundation grant.
 - ii. Graduate study at an accredited institution. Such study is to be "directed study" in a particular field.
 - iii. Study made possible through a Federal government grant, dealing specifically with public school education.
- b. Approved Travel: By Approved Travel is meant:
 - i. Travel for the express purpose of improving one's skills and knowledge in a specific area of instruction. Such travel plans to be submitted and approved by the Superintendent.
- c. Approved Research: By Approved Research is meant:
 - i. Research to be carried on under the aegis of a university, professional non-commercial organization, agency of a learned society, or the Superintendent of the Westwood Schools.

3. Eligibility

- a. Any teacher or department head who has completed at least six (6) years of full-time service in the Westwood Schools may request a leave of absence not exceeding one (1) year of study, travel, or research at full or partial pay.

4. Quota

- a. The School Committee, upon the recommendation of the Superintendent of Schools, may grant such leaves at a cost not to exceed one (1) percent of the total budget for instructional salaries in any fiscal year.

5. Sabbatical Leave Contract

- a. Each person granted such a leave shall enter into a written agreement with the School Committee that, upon the termination of such leave, he/she will return to service in the Westwood Public Schools for a period twice the length of the sabbatical leave taken, and then, in default of completing such service, he/she will refund the Town of Westwood an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. If the return to service requirement is interrupted by pregnancy in which the Parental Leave is granted, the service time owed will be deferred until the end of such leave.

6. Selection Criteria: The criteria for selection among applicants may include the following:

- a. General evaluation of teaching performance.
- b. Nature of the study, travel, or research to be pursued.
- c. Relative seniority in the Westwood School System.
- d. Availability of appropriated funds.
- e. Availability of competent replacement.
- f. The specification of such criteria is not intended to be exclusive, nor to indicate the relative weight which may be given to any factor.

7. Application Procedure

- a. Application for a leave of absence for travel or research shall be submitted to the School Committee, in writing, on forms provided by the Superintendent of Schools. Such application shall state, in addition to other relevant information, the specific purpose for which the leave is

requested, the period for which the leave is requested, the institution at which study or research is to be pursued, and scholarship, fellowship, or other funds available for such study or research, and the amount of pay, full or partial, requested.

- b. Applications may be obtained from building principals and the Superintendent's Office. They must be filled out and submitted to the Superintendent by January 1 of the school year prior to the requested leave. Applicants shall be notified by March 1 regarding final acceptance or rejection.

8. Subsequent Sabbatical Leave

- a. A person granted an educational leave of absence will not normally be eligible to apply for another similar leave of absence for a period of six (6) years.

9. Salary

- a. While on Sabbatical Leave the person will be paid at one-half the rate of his/her contract for that particular year, and he or she will retain tenure, retirement, health benefits, and other insurance rights during this time. Sick leave benefits will continue and accumulate in accordance with normal policy.
- b. When returning from Sabbatical Leave he or she will advance to the next step on the salary schedule. The category will depend on degree obtained and salary credits accumulated. The person may accept foundation grants, scholarships, internships, and like awards.
 - i. The applicant may apply for one semester Sabbatical Leave at full pay.
 - ii. The applicant may apply for the school year Sabbatical Leave at half pay. Deductions from salary paid during the period of such leave of absence will be made to provide coverage in the Teachers' Retirement System in order to protect the employee's service and salary record for retirement purposes. Seniority for salary purposes will continue to accrue during educational leave.

ARTICLE XXI - GRIEVANCE PROCEDURE

Interpretation: This procedure shall be applicable only to questions of interpretation of the terms of this Agreement. No other type of question, complaint, alleged wrong, or Administrative action is intended to be covered by this procedure, nor should any such intention be adduced or inferred.

1. Purpose

- a. The purpose of this procedure is to secure, at the lowest possible Administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of the teachers. Both parties agree that proceedings shall be kept as confidential as possible.

2. Definitions

- a. "Grievance" shall mean a claim by a teacher or group of teachers that there have been violations, misinterpretations, or misapplication of the provisions of this Agreement.
- b. "Teacher" shall mean any certified professional employee below the rank of Superintendent, Assistant Superintendent, Principal, Assistant Principal, Director of Educational Technology, Director of Student Services, PreK-5 Department Head of Student Services, and Director of Curriculum, Instruction, and Staff Development, and may include a group of teachers similarly affected by a grievance.
- c. "Party in Interest" shall mean the person or persons making the claim, including his/her or their designated representatives as provided for herein, and any person or persons who might be required to take action, or against whom action might be taken, in order to resolve the problem.
- d. "Days" shall mean working school days. The days between the close of school in June and the reopening in September shall, exclusive of weekends and legal holidays, be considered as working days.

3. Structure

- a. The Westwood Teachers' Association shall designate an Association School Representative for each school.
- b. The Westwood Teachers' Association shall maintain a Professional Standards Committee (hereinafter referred to as the "PSC").

4. Time Limits

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- b. If a teacher does not file a grievance in writing within thirty (30) days after he/she knew or reasonably should have known of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.

- c. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

5. Informal Procedures

- a. If a teacher feels that he/she may have a grievance, he/she may first discuss the matter with his/her Principal or other appropriate Administrator in an effort to resolve the problem informally.
- b. A teacher shall have the right to have an Association Representative assist him/her in efforts to resolve the problem at all levels of the grievance procedure.

6. Formal Procedures

- a. No claim or request for interpretation shall become a formal grievance entitled to adjudication by means of the Formal Grievance Procedure until it has been presented to the Association.

- i. Level One - School Principal

- 1. If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present his/her claim to the Association. If the Association determines the claim meritorious, then a formal grievance in writing will be sent to the grievant's Principal or other appropriate administrator.
- 2. The Principal shall, within five (5) days after receipt of the written grievance, render his/her decision in writing to the aggrieved person, with a copy to the Chairperson of the Westwood Teachers' Association PSC.
- 3. If the aggrieved person is not satisfied with the decision of his/her grievance at Level One, he/she may within eight (8) days after his/her formal presentation, file his/her written grievance with the Association.

- ii. Level Two - Superintendent of Schools

- 1. If the Association is not satisfied with the decision of the principal at Level One, they may, within ten (10) days after receipt of the decision, refer the grievance to the Superintendent.
- 2. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the aggrieved person and with

representatives of the Association for the purpose of resolving the grievance.

3. The Superintendent shall, within three (3) days after the meeting, render his/her decision in writing to the aggrieved person, with a copy to the Chairperson of the Westwood Teachers' Association PSC.

iii. Level Three - School Committee

1. If the Association is not satisfied with the disposition of the grievance at Level Two, they may, within seven (7) days after receipt of the decision by the Superintendent, appeal the decision to the School Committee.
2. The Westwood School Committee shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved person and with representatives of the Westwood Teachers' Association for the purpose of reviewing the grievance.
3. The Westwood School Committee shall, within three (3) days after such meeting, render its decision in writing to the aggrieved person, with a copy to the Chairperson of the Westwood Teachers' Association PSC.

iv. Level Four - Impartial

1. If the Association is not satisfied with the decision of the School Committee, it may, within ten (10) days after receipt of the decision, submit the grievance to Arbitration by notifying the Westwood School Committee and the American Arbitration Association in writing.
2. The Chairperson of the Westwood School Committee and the President of the Westwood Teachers' Association shall, within fifteen (15) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within fifteen (15) days, the American Arbitration Association shall immediately be called upon to select one.
3. The Arbitrator selected shall confer promptly with representatives of the School Committee and the Westwood Teachers' Association PSC, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved person and other parties in interest as he/she deem requisite, and shall render a decision in writing within thirty (30) days.

4. The scheduling of hearings by the Arbitrator shall occur on weekdays after 10:00am, except at other times agreed upon by the School Committee and the Westwood Teachers' Association.
5. The costs for the services of the Arbitrator shall be borne equally by the School Committee and the Westwood Teachers' Association.

7. Rights of Teachers to Representation

- a. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the Grievance Procedure by reason of such participation.
- b. The above notwithstanding, grievants may represent themselves at Levels Two and Three of the formal Grievance Procedure with or without Association assistance. Where teachers choose to represent themselves without the Association's assistance, the Association shall have the right to be present and to state its views. No grievant shall have the right to proceed to arbitration without Association approval.
- c. The Westwood Teachers Association may, if it so desires, call upon the professional services of the Massachusetts Teachers' Association for consultation and assistance at any stage of the procedure.

8. Miscellaneous

- a. Grievance forms shall be prepared by the Superintendent and made available through the Westwood Teachers' Association PSC, so as to facilitate operation of the Grievance Procedure.
- b. If the grievance involves more than one teacher, it shall be considered a class grievance. If the grievance involves teachers who do not have a common Principal, the PSC shall file such grievance in writing with the Superintendent, and the processing of such grievance shall be commenced at Level Two.
- c. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to appeal a grievance to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- d. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the parties involved.

- e. When it is necessary for a school representative, member of the PSC, or any other designated representative of the Association to attend a grievance meeting or hearing during the workday, said representative, upon notice to his Principal or immediate superior, and the Chairperson of the PSC to the Superintendent, shall be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any member of the professional staff whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right.
- f. The Committee, upon request, shall provide copies of documents in its possession which may be necessary for the processing and consideration of grievances under this Agreement.

ARTICLE XXII - AGENCY FEE

Pursuant to the provisions of M.G.L. Chapter 150E, Section 12, the School Committee accepts the Agency Fee wherein the Association can assess all teachers not members of the Association an annual amount commensurate with the costs of collecting bargaining and contract Administration. Said Agency Fee shall be a percentage of the combined membership dues of the Westwood Teachers' Association, the Massachusetts Teachers' Association, and the National Education Association as determined by the Westwood Teachers' Association in accordance with Chapter 150E, Section 12, and shall be due and payable as of the 30th day of employment.

ARTICLE XXIII - SCOPE AND MISCELLANEOUS

- 1. All employees covered by this Agreement shall have at all times all of the benefits of the Agreement.
 - a. No employee shall be deprived of any benefit of this Agreement because of race, creed, nationality, religion, gender, marital status, age, political affiliation, sexual orientation, or handicaps as provided by law.
 - b. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.
 - c. No teacher will be disciplined, reprimanded, reduced in rank or compensation without just cause.
 - i. The above shall not apply to the non-renewal or dismissal of provisional teachers, in which case any rights of such teachers shall be in accordance with the Massachusetts General Laws.
 - ii. With respect to a professional status dismissal, a teacher may choose either the grievance and arbitration procedure or the procedure under Chapter 71, Section 42, of the Massachusetts

General Laws. If arbitration is elected, the arbitrator shall be bound by the “just cause” standard consistent with court decisions.

- iii. In the event a teacher or other staff member is reprimanded either verbally or in writing, the situation shall be handled by the Administration and School Committee with maximum regard for professional confidentiality. Specifically, reprimands shall be conducted in private and no teacher shall be reprimanded in the presence of students or parents or in the presence of any other staff member, unless that person is directly involved in the situation. With respect to the writing, typing, or filing of any document associated with a reprimand, no person other than an administrator’s personal secretary or the Superintendent’s Executive Secretary shall be involved.
2. The Committee shall, upon request, provide the Association with any documents which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees it represents.
 3. To the best knowledge and belief of the parties, the Agreement contains no provision which is contrary to Federal law or State law. Should, however, any provisions of this Agreement, at any time during its life, be held by a court of competent jurisdiction to be in conflict with Federal or State law, then either party shall have the right to open discussions with the other party with a view to the elimination and/or modification of such provision. In the event of any provision of this Agreement this being held inoperative, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect. In any provision which has been excluded from this Agreement, solely because of the restrictions of the law, it is determined either by a legislative enactment or by a decision of the court of highest recourse to be legal or permissible, then both parties shall meet and restore such provision to the extent permitted.
 4. Anonymous Complaints
 - a. For the purpose of this provision, an “anonymous complaint” shall be defined as one originating from a person whose identity cannot be determined by the administrator receiving the complaint. Furthermore, no anonymous complaints regarding instructional and supervisory practices of a staff member shall be acknowledged by the Administration and no record thereof shall be maintained.
 5. Complaints
 - a. For the purpose of this provision, a “serious” complaint shall be defined as one that may result in immediate disciplinary action. In the event that a complaint of a serious nature is made by a parent, student, fellow staff member, or community member to any member of the administration, the teacher or other staff member shall be notified within five (5) school days of the complaint and its source(s) and circumstances.

- b. If any serious complaint is reported to a member of the Administration, the administrator shall urge the complainant to reduce the complaint to writing and sign it. However, if the complainant refuses to do so, the responsibility for reducing the complaint to writing shall devolve to the member of the Administration first receiving it.
- c. The Association does not intend to inhibit active communication among School Committee members, the Administration, and members of the community. However, no member of the School Committee or Administration shall instigate complaints regarding a staff member.
- d. In the event a complaint is determined to be frivolous or incorrect, all records pertaining to the complaint shall be removed from the staff member's personnel files and promptly destroyed.
- e. It is understood that all parties shall conduct themselves in a professional manner in the event of a complaint.
- f. Alleged violations of the complaint provisions of this Article shall be subject to the Grievance and Arbitration provisions contained in Article XXI (Grievance Procedure) of this Agreement.

6. Health and Safety

- a. The Committee, with the assistance of the Association, shall implement a Health and Safety Committee composed equally of administrators designated by the Superintendent and teachers designated by the Association President. This body shall issue reports and make appropriate recommendations annually to both parties.
- b. Written staff complaints about situations which may adversely impact the learning process, health or safety of staff or students, or school climate, shall be promptly and thoroughly investigated by the Administration.
- c. The Administration will develop a form to track the processing of staff-identified health and safety concerns.
- d. Representatives of Central Administration will meet annually with the WTA Executive Board upon request to discuss and review issues of concern related to facilities.
- e. Upon request, an individual teacher will be granted a meeting with Administration to discuss health and safety concerns, including those concerns related to students with records of violence, and/or threats toward staff or other students, and students with communicable diseases.

ARTICLE XXIV - ASSOCIATION RIGHTS

1. The Association will be provided with the names and addresses of all unit members by October 15 following the opening of school each September; and as to employees hired after the opening of school, within ten (10) days of said employee's(s') appointment.
2. The Association, with prior approval, may use school facilities for Association business.
3. The Committee authorizes the use of inter-school mail to distribute non-controversial Association material.
4. In order to facilitate communication between members of the Association, Central Administration, and the Committee, the President of the Association shall be released from all non-instructional assignments to conduct Association business provided that such assignments are covered by other teachers.
5. The representatives and agents of the Association shall, with prior approval, be permitted to enter the school premises to carry on Association business.
6. Time necessary for Association representatives to attend the Massachusetts Teachers' Association annual meeting shall be provided without loss of pay through the use of professional days. The names of the representatives will be submitted to the Superintendent by the President of the Association as soon as practical, but under normal circumstances no less than two (2) weeks prior to the date of the convention.
7. Consultation Process: The School Committee and the Association desire to encourage active participation of teachers in the development and implementation of the best possible working and professional conditions for teachers and other members of the professional staff, and the most effective educational programs for all students in the Westwood Public Schools. Therefore, the parties agree to the following:
 - a. The School Committee or members thereof shall meet, if requested to do so, with teachers and members of the professional staff once a year for consultation on matters of educational issues, curriculum progress or problems, and need for specialized educational programs. It is understood that during said consultation no party shall be required to discuss any matters which are included in this Agreement.
 - b. The School Committee or members thereof shall meet, if requested to do so, with WTA representatives once each semester for consultation on matters of educational issues, curriculum programs or problems, and need for specialized educational programs. It is understood that during said consultation no party shall be required to discuss any matters which are included in this Agreement.
 - c. The School Committee hereby agrees to meet in executive session and at a mutually convenient time with Association representatives and members

of professional staff for consultation on matters of a sensitive nature, consistent with the provisions of the Massachusetts General Laws.

- d. No member of the staff shall be subjected to verbal or written reprimand, reprisal, or harassment by any member of the Administration or School Committee as a result of his/her initiation of or participation in a consultation.
8. Academic Freedom and Responsibility: Administrators, Department Heads, and members of the professional staff shall be encouraged by the parties to this Agreement to demonstrate maximum regard for personal and professional ethics, including tolerance for divergent opinions, as well as principled support for and opposition to controversial educational policies. The above language constitutes a statement of philosophy and shall not be subject to the Procedure found in Article XXI (Grievance Procedure).

ARTICLE XXV - TUTORING

Tutoring assignments are at the discretion of the Administration and are referenced in this Agreement solely for the purposes of compliance with M.G.L. c. 268A. Tutoring is separate from an in addition to bargaining unit work, is not subject to collective bargaining or any other provision in this Agreement, including, but not limited to, the grievance and arbitration procedure or teacher evaluation system.

An hourly rate for tutoring assignments of no less than \$25 an hour shall be determined on an annual school year basis by the Administration.

ARTICLE XXVI - DURATION

1. Salaries will be renegotiated prior to the expiration of the existing contract with the other provisions remaining in force indefinitely, unless reopened for negotiation in Article I (Negotiation Procedure), Section 1. The provisions of this Agreement shall constitute School Committee policy for the duration of this Agreement or until changed by mutual consent in writing. Any previously adopted policy, rule, or regulation of the School Committee which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing School Committee policy, rules, and regulations shall operate retroactively unless expressly so stated.
2. It is understood that either party may propose renegotiation of any Article of this Agreement as specified in Article I or may propose the addition of Articles. No Article which is a part of this Agreement shall be changed or stricken except by mutual consent of the parties.

For the Westwood Teachers' Association:

For the Westwood School Committee:

Cordelia P. Casey 5/28/2019

Anthony Mullin 6/13/2019

Ms. E. O. A. 5/28/2019

~~Jenny Forward 05/28/2019~~

Caitlin M. Welch 5/28/2019

Lisa Tannenbaum 5/30/2019

NEGOTIATING TEAMS

For the Westwood School Committee

Emily Parks, Superintendent
Allison Borchers, Assistant Superintendent
Joseph Jowdy, Westwood School Committee
Anthony Mullin, Westwood School Committee
Heath Petracca, Director of Business & Finance

For the Westwood Teachers' Association

Carolyn Casey, President
Jim Howard, Secretary
Marian Donovan, Middle School
Lisa Tannenbaum, Sheehan School
Caitlin Whelan, High School

SIDE LETTER - TUITION WAIVER

“This is to memorialize the parties’ agreement that a) Article III (I) ‘Non-Resident Tuition Waiver’ be deleted from the contract inasmuch as the provision is no longer consistent with Massachusetts law; b) Staff who have children already enrolled as students in the system under the prior provision will be permitted to continue in the system at the applicable rate; and c) in the event that Massachusetts law changes, with the effect that Article III (I) would again be lawful, the School Committee would agree to reinstate the provision in the collective bargaining agreement.”

SIDE LETTER – MIDDLE SCHOOL ENGLISH/LANGUAGE ARTS

The Westwood Teachers’ Association and Westwood School Committee agree that any teachers assigned to teach English/Language arts at Thurston Middle School will be assigned no more than five (5) classes or their equivalent, provided that the five classes do not meet in one day.

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