CONTRACTUAL AGREEMENT

BETWEEN THE

WESTWOOD SCHOOL COMMITTEE

AND THE

WESTWOOD TEACHERS' ASSOCIATION

2023-2024

2024-2025

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PREAMBLE

This Agreement is made and entered into this twentieth day of November 2023, between the Westwood School Committee and the Westwood Teachers' Association for the two-year period of September 1, 2023, through August 31, 2025, represented by Articles I-XXI.

Marian Donovan, President
Westwood Teachers' Association

Anthony Mullin, 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 School Committee, hereinafter referred to as "the Committee" and the Westwood Teachers' Association, hereinafter referred to as "the 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. If the negotiations described in this Section should reach an impasse by June 1st, both parties agree to follow the procedures outlined in Chapter 150E.

ARTICLE II - RECOGNITION AND BARGAINING UNIT

In accordance with Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Westwood School Committee voluntarily recognizes the Westwood Teachers' Association as the sole representative of Unit C of the certified, licensed personnel employed in the system. These represented persons include all full-time and part-time BCBAs employed by the Westwood Public Schools in the Board Certified Behavior Analyst position, excluding any casual, seasonal and/or contracted-for employees. Unless otherwise indicated, the employees in the above Unit C will be hereinafter referred to as "BCBAs."

ARTICLE III - RIGHTS OF MANAGEMENT

The listing of the following specific rights of management in this Article is not intended to be nor shall be considered as limiting, restricting, or waiving of any of the rights or prerogatives of the Committee unless explicitly limited by specific provisions of this Agreement. Such inherent management rights and/or responsibilities are not subject to arbitration and shall remain exclusively with the Committee:

(a) Among such management responsibilities as are vested exclusively in the Committee are the following: the establishment of rules and regulations; the right to determine the extent to which work will be performed by the members of the bargaining unit and the method, means, and personnel by which such operations are to be conducted; the right to determine the hours for and the number of employees required at any location; the right to create and modify job descriptions; the right to assign any added, lessened, or differed work or responsibility; the right to hire, promote, transfer, assign, and retain employees in positions with the Westwood

Schools; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to relieve employees from duty for the purpose of conducting an investigation, or other legitimate reasons; and to take whatever action may be necessary to carry out the work of the Westwood Schools.

(b) The Committee shall have the freedom of action to discharge its responsibility for the successful operation of the Westwood Schools including the scheduling of operations, the methods and materials used in carrying out the functions of the Department, and the extent to which its own or external, contracted personnel shall be used.

ARTICLE IV - 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 by superintendent or designee, may use school facilities for Association business.

3. The Committee authorizes the use of inter-school mail to distribute non-controversial Association material.

4. There will be no reprisals of any kind taken against any BCBA by reason of their membership in the Association or participation in its activities.

5. 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 XVIII (Grievance Procedure).

ARTICLE V - BCBA SALARY SCHEDULE

September 2023-June 2024

Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	$55,651	$56,732	$59,428	$61,454	$63,480	$65,373	$68,206	$77,463
2	$57,876	$59,001	$61,805	$63,913	$66,019	$67,988	$70,934	$80,561

3	$60,191	$61,361	$64,276	$66,468	$68,660	$70,708	$73,771	$83,784
4	$62,598	$63,816	$66,848	$69,126	$71,407	$73,536	$76,723	$87,135
5	$65,103	$66,368	$69,523	$71,892	$74,262	$76,478	$79,791	$90,620
6	$67,707	$69,023	$72,303	$74,769	$77,234	$79,537	$82,983	$94,246
7	$70,416	$71,784	$75,195	$77,759	$80,321	$82,718	$86,302	$98,015
8	$73,232	$74,655	$78,203	$80,869	$83,535	$86,027	$89,754	$101,936
9	$76,160	$77,641	$81,331	$84,105	$86,877	$89,468	$93,344	$106,013
10	$79,208	$80,748	$84,585	$87,469	$90,352	$93,047	$97,078	$110,253
11	$82,376	$83,977	$87,968	$90,967	$93,965	$96,769	$100,961	$114,664
12	$85,670	$87,336	$91,487	$94,606	$97,723	$100,640	$104,999	$119,250
13	$89,098	$90,830	$95,145	$98,389	$101,634	$104,666	$109,200	$124,020
14	$92,662	$94,463	$98,951	$102,325	$105,700	$108,851	$113,567	$127,207
15	$95,644	$98,305	$105,998	$108,953	$111,327	$114,595	$117,553	

September 2024 (Day 1-92) (2.50% increase)

Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	$57,042	$58,150	$60,914	$62,990	$65,067	$67,007	$69,911	$79,400
2	$59,323	$60,476	$63,350	$65,511	$67,669	$69,688	$72,707	$82,575
3	$61,696	$62,895	$65,883	$68,130	$70,377	$72,476	$75,615	$85,879
4	$64,163	$65,411	$68,519	$70,854	$73,192	$75,374	$78,641	$89,313
5	$66,731	$68,027	$71,261	$73,689	$76,119	$78,390	$81,786	$92,886
6	$69,400	$70,749	$74,111	$76,638	$79,165	$81,525	$85,058	$96,602
7	$72,176	$73,579	$77,075	$79,703	$82,329	$84,786	$88,460	$100,465
8	$75,063	$76,521	$80,158	$82,891	$85,623	$88,178	$91,998	$104,484
9	$78,064	$79,582	$83,364	$86,208	$89,049	$91,705	$95,678	$108,663
10	$81,188	$82,767	$86,700	$89,656	$92,611	$95,373	$99,505	$113,009
11	$84,435	$86,076	$90,167	$93,241	$96,314	$99,188	$103,485	$117,531
12	$87,812	$89,519	$93,774	$96,971	$100,166	$103,156	$107,624	$122,231
13	$91,325	$93,101	$97,524	$100,849	$104,175	$107,283	$111,930	$127,121
14	$94,979	$96,825	$101,425	$104,883	$108,343	$111,572	$116,406	$130,387
15	$98,035	$100,763	$108,648	$111,677	$114,110	$117,460	$120,492	

January 2025-June 2025 (Starting Day 93) (0.50% increase)

Step	B	B+15	M	M+15	M+30	M+45	M+60	D
1	$57,327	$58,441	$61,219	$63,305	$65,392	$67,342	$70,261	$79,797
2	$59,620	$60,778	$63,667	$65,839	$68,007	$70,036	$73,071	$82,988
3	$62,004	$63,209	$66,212	$68,471	$70,729	$72,838	$75,993	$86,308
4	$64,484	$65,738	$68,862	$71,208	$73,558	$75,751	$79,034	$89,760
5	$67,065	$68,367	$71,617	$74,057	$76,500	$78,782	$82,195	$93,350
6	$69,747	$71,103	$74,482	$77,021	$79,561	$81,933	$85,483	$97,085
7	$72,537	$73,947	$77,460	$80,102	$82,741	$85,210	$88,902	$100,967
8	$75,438	$76,904	$80,559	$83,305	$86,051	$88,619	$92,458	$105,006
9	$78,454	$79,980	$83,781	$86,639	$89,494	$92,164	$96,156	$109,206
10	$81,594	$83,181	$87,134	$90,104	$93,074	$95,850	$100,003	$113,574
11	$84,857	$86,506	$90,618	$93,707	$96,796	$99,684	$104,002	$118,119
12	$88,251	$89,967	$94,243	$97,456	$100,667	$103,672	$108,162	$122,842
13	$91,782	$93,567	$98,012	$101,353	$104,696	$107,819	$112,490	$127,757
14	$95,454	$97,309	$101,932	$105,407	$108,885	$112,130	$116,988	$131,039
15	$98,525	$101,267	$109,191	$112,235	$114,681	$118,047	$121,094	

ARTICLE VI- SALARY AND OTHER COMPENSATIONS

1. BCBA Employment and Placement on the Salary Schedule: Upon initial employment, placement on the salary schedule shall be determined by the Superintendent or their designee. BCBAs employed for the 2023-2024 school year shall be placed on the salary schedule commensurate with their existing individual contracts.

2. Annual Increments

    a. Increments are automatic only when, in the judgment of the Committee, administrative evaluations support successful professional performance. A withheld increment may be restored when, in the judgment of the 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 facts or that led to the withholding of the increment and is not automatic upon earning the successive year's increment. However, if the BCBA 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 BCBAs 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 BCBA with an earned Master's degree in a related field from an accredited institution will be eligible for the Master's+30 salary when they have completed or earned thirty (30) additional credits.

   a. The Westwood Public Schools will offer a minimum of two (2) three-credit district-sponsored courses per school year.

   b. One (1) district-sponsored credit shall be equivalent to one (1) graduate credit for the purpose of credit accumulation toward higher salary status.

   c. If a BCBA wants to take a college course that is equivalent, in the judgment of the Superintendent or designee, to a Westwood district-sponsored course, the BCBA will be permitted to substitute the college course for the district-sponsored course.

4. Mid-year Horizontal Adjustment

   a. Horizontal adjustment to a BCBA's contract will be made on the first payroll of the school year or the first payroll in February of the contract year whenever approved credit accumulation entitles the BCBA to move to the next higher category.

   b. Graduate credits to be applied toward a change to a higher salary category must be earned after the awarding of the highest degree.

   c. To be eligible for a horizontal salary adjustment at either the first payroll of the school year or the first payroll in February, BCBAs must notify the district in writing of that intent by October 1st of the prior school year.

   d. To receive a horizontal salary adjustment, BCBAs must submit documentation of relevant credits and complete a lane change form.

   e. Financial adjustment will be accomplished by issuing a new adjusted contact with the complete pro-rated payment for the new category.

5. Longevity

a. Longevity payments will begin in the sixteenth year of cumulative service as a BCBA in the Westwood School System. Payments will be as follows:

Years 16-19, inclusive	$550
Years 20-24, inclusive	$1,550
Years 24-29, inclusive	$1,950
Years 30+	$2,550

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. BCBAs interested in and selected to participate in curriculum development 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 of the project that the parties agree to in advance.

7. Part-time BCBAs

   a. The Committee may employ a new BCBA, or an existing BCBA with such BCBA's approval, at less than a full-time position. The pay for such part-time positions shall be adjusted accordingly. In addition, BCBAs may be involuntarily reduced from full-time to part-time.

   b. Seniority Rights: Part-time BCBAs shall accrue seniority in accordance with Article XIII, Section 2.

   c. Recall Rights: Part-time BCBAs who have been laid-off shall be recalled in accordance with Article XIII, Section 1.

   d. All benefits shall be figured on the same basis as compensation, or where regulated by statute, in accordance with applicable law. BCBAs whose part-time schedule includes a reduced number of full work days per week shall receive prorated sick and personal days proportional to their FTE. BCBAs whose part-time schedule includes reduced

hours on a M-F work schedule will not have a prorated number of sick or personal days, as pay for sick days is already prorated.

8. 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:

Course instructor	$90/hour
Course co-instructor	$60/hour

   b. Instructors, leaders, and facilitators shall be paid for class hours only. If a course is cancelled by the employer fewer than two 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.

   c. Educators facilitating pre-approved book discussion groups or other pre-approved research project groups, will be paid $250 for 10 contact hours with the group.

ARTICLE VII - PAYROLL DEDUCTIONS

1. BCBAs will have the option of being paid their annual salary over either twenty-one (21) equal pay-periods from September 1 through June 30, or twenty-six (26) equal pay-periods from September 1 through August 31. BCBAs will notify the district upon hire of their payment option. If BCBAs do not notify the district, then the default plan will be twenty-six equal pay periods. A BCBA must notify the district by June 1 if they are selecting a change in payment option for the following school year. Otherwise, selected payment options will continue from year to year.

2. Association dues may be deducted from payrolls under provisions laid down by the Superintendent.

3. The first pay-period for BCBAs will be the first pay-period in September, regardless of the start date of the school year.

ARTICLE VIII - INSURANCE, CONTRIBUTION BENEFIT PLANS, AND ANNUITY PLANS

1. School year employees who work at least 20 hrs/week are eligible for Town of Westwood employee benefits.

2. Annuity Plans: Employees at their request may continue to participate in a "Tax Sheltered Annuity Plan."

3. Insurance Plans:

    a. BCBAs may continue to participate in Town health insurance and life insurance programs. The contributions by the Committee and BCBAs 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.

    b. The current pre-tax plan for health insurance and cafeteria plan will be combined as in the current manner.

4. Pension: School-year employees who work at least 20 hrs/week are eligible for Norfolk County Pension.

5. All new BCBAs will be automatically enrolled in long-term disability. If a new BCBA chooses NOT to enroll in long-term disability, they must sign a waiver indicating their decision.

ARTICLE IX - BCBA DAY AND YEAR

1. A BCBA's day and year includes those duties, assignments, and activities that 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; supervision of support staff implementing instruction; delivery of instruction; monitoring, assessment, and follow-up; family and community outreach; and professional responsibilities including collaboration with professionals.

2. The base salary for a full-time BCBA shall require attendance for a seven (7) hour work-day, with the exception of the one (1) full-day professional development day referenced in Article XVI Section 4b when BCBAs shall be required to work an eight (8) hour work-day, inclusive of a 30-minute lunch break.

3. Beyond the base 35-hour work-week, home services assignments will be scheduled between the hours of 7:00am-6:00pm and will not exceed a 39-hour work week. Any deviation from the 7:00am-6:00pm timeframe or above the maximum 39-hour work week will only be done through mutual agreement between the Office of Student Services and the employee on either a temporary or ongoing basis.

4. BCBAs assigned to provide home services beyond the seven (7) hour work-day will be paid at an hourly rate that is determined by their individual salary, for any and all hours in excess of 35. BCBAs will be reimbursed for travel related to home services on a monthly basis using the IRS standard mileage rate. In order to be eligible for reimbursement, BCBAs must submit for reimbursement monthly, and must meet district deadlines for the end of the school year and fiscal year.

5. The parties agree to make efforts to equitably distribute home services assignments based on the needs of students. Any staff member may request a meeting with the Student Services Department Head to discuss the composition of the home services caseload and level of support, and the reasons therefore, and have a representative of the union present at such a 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 union representative. This provision is not subject to the contractual grievance procedure.

   If no viable assignment can be made, the Office of Student Services reserves the right to contract for additional services.

6. After-School Meetings

   a. In addition to the normal workday and the staff development activities outlined in Section 7 of this Article, BCBAs agree to participate in professional activities involving a reasonable amount of time before and/or after school as deemed necessary by Principals and Student Services Department Heads.

   b. In order to attend building and departmental meetings or participate in committee assignments, BCBAs may be required to remain after the end of the normal school day without additional compensation for not more than two (2) meetings per month, each of duration of not more than one-half (1/2) hour beyond the normal school day, or one (1) meeting per month extending not more than 1 hour beyond the regular school day. In case of emergency, this number may be increased at the discretion of the Administration. Notice to the affected BCBAs, together with an agenda, shall be given for any meeting expected to last beyond the BCBA's normal school day. 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 and Student Services Department Heads may excuse BCBAs from all or part of any such meeting.

7. The work year shall consist of 184 days. Whenever the BCBA work year exceeds that total, BCBAs shall be compensated on a pro rata basis based on their existing contracts. No BCBAs will be required to attend school-sponsored in-service training, seminars, workshops, or other training programs during the Winter, February, and Spring vacation periods.

ARTICLE X - BCBA WORKLOAD

1. No BCBA shall be scheduled less than sixty (60) consecutive minutes per day of unassigned preparation time.

2. All BCBAs shall be given a thirty (30) minute, duty-free lunch period per day as provided in Article IX, Section 2.

3. The BCBA's weekly IEP service delivery hours, including home services, will not exceed 26.5 hours. The parties agree that every effort will be utilized to equitably assign students requiring behavioral intervention among all BCBA staff, with consideration of existing BCBA building assignments, to provide adequate student support services. Any staff member may request a meeting with the Student Services Department Head to discuss the composition of the caseload and level of support, and the reasons therefore, and have a representative of the union present at such meeting. If the explanation requires further discussion, a meeting will be scheduled with the Principal, Superintendent, the Director of Student Services, and/or all other participants for a further discussion on said issue. At this meeting, the employee will also be entitled to be accompanied by a union representative. The parties agree to continue to monitor all BCBA caseloads over the next two years to examine service delivery models. This provision is not subject to the contractual grievance procedure.

   The work week also currently includes building and program consultation time. The parties agree to continue to monitor BCBA building and program consultation time over the next two years to further examine the definition of service delivery hours.

4. Any BCBA scheduled to work in multiple buildings will have a fixed weekly building assignment schedule. Daily building assignment days will not change without Special Education Department Head authorization. BCBAs will be reimbursed for travel between buildings on a monthly basis using the IRS standard mileage rate.

5. A process will be developed to refer students for behavioral support.

6. BCBAs may need to observe a student's behavior in a variety of school-time activities, such as lunch or recess periods. BCBAs shall therefore be exempt from all supervisory non-instructional duties, including the following: bus arrival and dismissal supervision, early morning duty, corridor duty, homeroom, research and reading periods, cafeteria, lunchroom, media center, seminar room, writing or computer lab duty, equipment or lab cleaning and/or maintenance, and other duties of an essentially supervisory nature.

7. The Committee and the Association acknowledge that the BCBAs primary responsibility is to provide behavioral support to students and that their energies should, to the extent possible and practical, be utilized to this end. Therefore, they agree that BCBAs shall not be required to perform the following duties:

    a. Drive pupils to and from activities which take place away from the school building. In the event a BCBA volunteers to transport students, authorization must be granted by the building principal.

    b. Perform duties normally assigned to custodians.

    c. Administer drugs or medications to pupils with the exception of a life-threatening medical attention.

ARTICLE XI - EXTENDED SCHOOL YEAR

In the operations of the Extended School Year program, preference shall be given to the employment of regular full-time members of the professional staff of the Westwood Public Schools. Every effort will be made to recruit from the Westwood Staff where assignments and responsibilities do not conflict.

ARTICLE XII - SECURED EMPLOYMENT STATUS

In recognition of the fact that BCBAs are not currently eligible to obtain professional status under M.G.L. c.71, the parties hereby agree as follows with respect to these positions:

1. Within the first 90 calendar days of employment, a BCBA serves as an at-will employee and may be dismissed without the requirement of just cause.

2. During their first three (3) consecutive full school years of active service, BCBAs are not eligible to obtain secured employment status and will therefore be subject to annual renewal or non-renewal of their employment on the same basis as teachers. After any such employee has served for three (3) consecutive full school years and has been rehired for a fourth (4th) school year, they will be regarded as a secured employee who is no longer subject to annual

appointment provided that they are properly certified (BCBA) and licensed (LABA) and for that entire prior three (3) year period.

a. Any employee who has completed three (3) full years of active employment as a BCBA in the Westwood Public Schools prior to September 1, 2023, shall be considered to have previously completed two (2) years of employment towards the attainment of secured employment status.

3. Employees referenced in 2.a above, shall have their performance evaluated by the Student Services Department Heads on a comparable schedule and with the same frequency as all other members of the bargaining unit with the same levels of experience in the Westwood Public Schools.

ARTICLE XIII - REDUCTION IN FORCE

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

1. Procedures

a. BCBAs without secured employment status shall be reduced first, provided there is a BCBA with secured employment status and the current certification and licensure as the BCBA without secured employment status subject to reduction.

b. After BCBAs without secured employment status are reduced in accordance with (1) above, the BCBAs with secured employment status in the affected certification and licensure area shall be laid off on the basis of qualification.

i. The first level of qualification will be determined by the overall summative evaluative rating. BCBAs who have been rated "unsatisfactory" for an overall summative rating will be reduced first. BCBAs 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: ratings at the domain level, specialized certification/credentials.

c. In the event of equal qualifications between BCBAs, seniority shall govern.

d. BCBAs shall be recalled on the same basis as they were laid-off.

2. Seniority

   a. Seniority will be determined as follows:

      i. A BCBA's length of service in bargaining Unit C in years, months, and days shall be reckoned from the date the BCBA assumes duties as a BCBA in the Westwood School System.

      ii. 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.

      iii. Ties in length of service shall be resolved by lottery.

3. Seniority List

   a. The Seniority List shall be prepared by the 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 and licensure required by the School Committee for employment, including: current BCBA credentials from the Behavior Analyst Certification Board (BACB); Licensed Applied Behavior Analysts (LABA) licensure from the Board of Allied Mental Health and Human Services Professions; and current CPI training or other deescalation certifications.

   b. All BCBAs employed by the District shall be required to have BACB certification and LABA licensure by September 1, 2023, or within three (3) months of the date of hire. All BCBAs shall be responsible for maintaining BACB certification and LABA licensure for the duration of their employment with the Westwood Public Schools. Failure to maintain current BACB certification and LABA licensure shall subject the employee to potential dismissal.

5. Qualification

   a. "Qualification" or "qualified" as used in this Article means indicators of job performance, including overall evaluation ratings conducted pursuant to Article XV Section 4b (Growth and Evaluation System for BCBAs) and as outlined in 1b above.

ARTICLE XIV - PROFESSIONAL VACANCIES AND TRANSFERS

Whenever the Office of Student Services plans to fill a professional vacancy within the system, the Superintendent or designee 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 C positions during the week before school opens in the fall.

ARTICLE XV - GROWTH AND EVALUATION SYSTEM FOR BCBAs

1. Purpose and Definitions:

    a. It is agreed by the Association and the 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; accepted professional standards as defined by the district; and towards the creation of a record of facts and assessments for personnel decisions.

    b. BCBA observations and evaluations will be conducted using the Westwood Public Schools BCBA Professional Growth & Evaluation Manual. The BCBA Professional Growth & Evaluation Manual shall be substantively based on the existing Westwood Public Schools Professional Growth & Evaluation Manual. Any future revisions to observations, forms, and evaluation rubrics shall be prepared by the Administration with input from the Association.

    c. "Evaluators" shall include any of the following administrators: Principals, Assistant Principals, Student Services Department Heads, and Central Office administrators as designated by the Superintendent of Schools. The Director of Student Services or their designee shall countersign the evaluations prepared by other evaluators.

        i. 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 or designee to discuss the evaluation.

ii. A copy of all observation and evaluation reports shall be given to the BCBA who has been evaluated.

2. Personnel Files: The Director of Student Services and their designees have the right to maintain personnel files. All written records concerning staff members shall be kept in the aforementioned personnel files. Each BCBA may examine their own personnel files at any time, and may instruct the Director of Student Services and their designees in writing to make copies available to any designated person. The file itself may not be removed from either the Director of Student Services and their designees office.

3. Westwood BCBA Professional Growth & Evaluation Manual

   a. The Westwood BCBA 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 a BCBA when their evaluator has concerns about a pattern of behavior/events related to a BCBA'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 BCBA Professional Growth & Evaluation Manual

   d. A BCBA shall be moved from a Growth Plan to an Improvement Plan when their 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 BCBA Professional Growth & Evaluation Manual.

ARTICLE XVI - PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

1. Purpose: The Association and the Committee agree that programs and activities aimed at professional development and improvement of staff members represent high priorities for the Westwood Public Schools.

2. Course Reimbursement:

a. The Committee shall provide an annual budget for the reimbursement of tuition expenses incurred by BCBAs. BCBAs 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. BCBAs may be reimbursed for up to two (2) courses per year. The total funds available in each year shall be tentatively allocated ⅓ summer, ⅓ fall, ⅓ winter, subject to actual usage patterns, and distributed on a pro-rata basis as requests exceed the annual budget of the 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

Copies of this form will be provided to the recipient, Central Office, and the WTA. Failure to meet the requirements of course approval and submission deadlines may negate reimbursement.

3. Course Vouchers: 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 intern vouchers, BCBAs 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.

4. 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 2 of Article IX (BCBA Day and Year) shall be set aside for further staff development.

c. During scheduled staff development time, BCBAs may engage in case management and/or collaboration with support staff.

d. A BCBA will not normally be required to attend a staff development session unrelated to their position within the school system; however, required staff development will be determined by the Administration. A BCBA member whose professional development needs are not addressed during the regularly scheduled sessions shall be required to create and carry out a specialized plan. This process may be accomplished either individually or with other BCBAs or other staff members within the same department assigned to similar tasks.

e. On-Site Staff Development Courses

   i. 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.

   ii. The Westwood Public Schools will offer a minimum of two (2) three-credit district-sponsored courses per school year as provided in Article VI, Section 3a. One (1) district-sponsored credit shall be equivalent to one (1) graduate credit for the purposes of credit accumulation toward higher salary status.

ARTICLE XVII - 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 if the employee receives a re-appointment letter or secured employment status. Accumulated sick leave is not paid out if an employee is not reappointed and/or due to employee separation.

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.

   i. 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.

   ii. Only recorded accumulated sick leave officially credited to each BCBA as of August 31, in any given year, will be applied to the BCBA'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. 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. During any MPLA or FMLA parental leave, the District will continue to pay its portion of the BCBA's health insurance.

v. 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.

vi. Non-birth parents may use up to fifteen (15) sick days for an arrival of a child.

vii. 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 BCBA for the purpose of attending to the adoption of their child. 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 they are 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 BCBA 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 BCBA who has served in a bargaining unit position who has attained secured employment 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 2023 (2022-2023), they may continue on

extended leave throughout the 2023- 2024 school year, but the leave shall not continue into any part of the 2024-2025 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 BCBA 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 BCBA returning to the school system from an extended parental leave must return at the beginning of the school year, unless they are 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. They must notify the Superintendent, in writing, at least four (4) weeks prior to the expiration of the leave of their 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.

3. 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 BCBA 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 BCBAs 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 BCBA'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.

4. Other Long-Term Absences

a. 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 themself of assistance, and/or alcoholism or drug abuse impairs work performance, attendance, conduct, or reliability, discipline may result.

b. Workers' 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.

5. 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 their 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 VI, Section 2 of this agreement.

ARTICLE XVIII - 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 BCBAs. Both parties agree that proceedings shall be kept as confidential as possible.

2. Definitions

   a. "Grievance" shall mean a claim by a BCBA or group of BCBAs that there have been violations, misinterpretations, or misapplication of the provisions of this Agreement.

   b. "Party in Interest" shall mean the person or persons making the claim, including their 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.

   c. "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 BCBA does not file a grievance in writing within thirty (30) calendar days after they 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 BCBA feels that they may have a grievance, they may first discuss the matter with their Principal or other appropriate Supervisor in an effort to resolve the problem informally.

b. A BCBA shall have the right to have an Association Representative assist them 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, they may present their claim to the Association. If the Association determines the claim meritorious, then a formal grievance in writing will be sent to the aggrieved person's Principal and/or other appropriate administrator.

2. The Principal shall, within five (5) days after receipt of the written grievance, render their 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 their grievance at Level One, they may within eight (8) days after their formal presentation, file their 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 five (5) days after the meeting, render their 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 five (5) 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 they 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 10:00 am, 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 BCBA 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 BCBAs 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 BCBA, it shall be considered a class grievance.

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 IXX - SCOPE

1. All employees covered by this Agreement shall have at all times all of the benefits of the Agreement.

    a. No BCBA 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. No BCBA 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 BCBAs without secured employment status.

ii. In the event of a dismissal of a BCBA with secured employment status, a BCBA may access the grievance and arbitration procedure.

iii. Formal discipline shall be handled by the Administration and School Committee with maximum regard for professional confidentiality.

c. 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.

d. 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 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.

ARTICLE XX - 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 remain effective for the duration of this Agreement unless 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 yield to an express provision of this Agreement. Nothing in this Agreement 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.

ARTICLE XXI - MISCELLANEOUS

1. Beginning with FY2026, the Unit C contract will be negotiated following the same schedule as the Unit A contract as negotiated by the WTA.

2. BCBAs identified below will no longer be subject to annual appointment and will be regarded as secured employees at the start of the 2024-2025 school year, provided that they successfully complete the evaluation process during the 2023-2024 school year, and that they are properly certified (BCBA) and licensed (LABA):

   Danielle Moore
   Stephanie Muse

3. BCBAs identified below have completed two consecutive years of employment in the district as BCBAs, and must successfully complete the evaluation process during the 2024-2025 school year and maintain proper certification (BCBA) and license (LABA) to be regarded as secured employees at the start of the 2025-2026 school year:

   Annie Gieseker

NEGOTIATING TEAMS

For the Westwood School Committee
Amy L. Davenport, Westwood High School Principal
Susan Maselli, Director of Student Services

For the Westwood Teachers' Association
Marian Donovan, President
Danielle Moore, BCBA

For the Westwood Teachers' Association:

For the Westwood School Committee: